JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. **UCPJMU6028**

This contract entered into this **3rd** day of **May, 2021**, by **Modular Genius, Inc** hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From **5/3/2021** through **5/2/2022** with **4** one-year renewal options.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal CMB-1108 dated February 10, 2021:
  (a) The Statement of Needs,
  (b) The General Terms and Conditions,
  (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

(3) The Contractor's Proposal dated 3/10/2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  (a) Negotiations Summary, dated 4/29/2021.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By: Damon T. Pross (Digitally signed by Damon T. Pross, Dn: cn=Damon T. Pross, o=Modular Genius Inc, ou=President, email=dpross@modulargenius.com, c=US, Date: 2021.05.21 08:28:58 -04'00')	By:
(Signature)	(Signature)
Damon T. Pross	CHRIS BEAHM
(Printed Name)	(Printed Name)
Title: President	Title: SENIOR BUYER

Rev. 10/14/09

JAMES MADISON UNIVERSITY.

Negotiation Summary

4/29/2021

1. Contact information for Modular Genius, Inc.:

   Name: Michael J. Whitehead

   Phone - 443-981-9901

   Email – Mwhitehead@modulargenius.com

2. Modular Genius, Inc shall agree to the annual increase amount to be based on the CPI-W scale per renewal.

3. There will be a 2% fee for payment with Credit Card.

4. The University will issue a purchase order for each project based upon a quote provided by the Contractor. The purchase order shall be the Contractor's authorization to perform work. No work shall be undertaken by the Contractor until a written purchase order is received

5. The University and Modular Genius have an agreement, UCPJMU6028 dated May 3rd 2021 (the "Primary Agreement"), and included in the Primary Agreement is a third party access /cooperative clause. Therefore, the University and Modular Genius wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement

Both parties hereby agree as follows:

I. Modular Genius, Inc will:

   A. Pay the University 1% of all sales to accessing entities outside of the VASCUPP membership associated with the Primary Agreement (as the "Publicly Accessible Contract Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II

   B. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity;

JAMES MADISON UNIVERSITY.

II. The University/VASCUPP will:

A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members

B. Maintain an approved version of Modular Genius logo on the Consortium (VASSCUPP) website

III. Payment

A. Payment of PAC Annual Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the James Madison University and sent to:

Tisha Leeth Director, Cash and Investments
James Madison University,Massanutten Hall
MSC 5711
1031 South Main Street
Harrisonburg VA 22801

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# CMB-1108

Modular Building Systems & Storage Containers

02/10/2021

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# CMB-1108

Issue Date: 02/10/2021

Title: Modular Building Systems & Storage Containers

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 11, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: **Chris Beahm**, Buyer Senior, Procurement Services, beahmcm@jmu.edu; 540-568-3002; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Modular Genius, Inc.

1201 South Mountain Road

Joppa, MD 21085

Date: 03/10/21

Web Address: modulargenius.com

Email: mwhitehead@modulargenius.com

By: _____
(Signature in Ink)

Name: BRAD R BUDDEMAN
(Please Print)

Title: VICE PRESIDENT

Phone: 410 676-3424

Fax #: 410 676 3426

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1N/A #2____ #3____ #4____ #5____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ ~~YES~~; X NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY***: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years: 14 Months: 10

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
See Attached References			

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

   Modular Genius, Inc.

   1201 South Mountain Road

   Joppa, MD 21085

   410-676-3424

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

   [ ] YES [X] NO

   IF YES, EXPLAIN:

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Modular Genius, Inc. **Preparer Name: Karen White, Administrative Coordinator**

Date: 03/10/21

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No X

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No X

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____ No X

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No X

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: JMU Modular Building Systems & Storage Containers RFP# CMB-1108 Date Form Completed: 03/10/21

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses for this Proposal and Subsequent Contract

Offeror / Proposer:

Modular Genius, Inc. (Firm) | 1201 South Mountain Road, Joppa, MD 21085 (Address) | Michael Whitehead 410-676-3424 (Contact Person/No.)

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Bennett Truck Transport (WBE)	Carol Byrd 888-371-9390	2005128165	Freight	TBD	TBD
Devers Construction (SBE)	Mike Devers 804-400-4333		Installation/Set-Up	TBD	TBD

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

This contract entered into this_____day of_____20____,by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposals dated _____:
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) List each addendum that may be issued

(3) The Contractor's Proposal dated _____and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By:_____ (Signature)	By:_____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
Title:_____	Title:_____

SAMPLE

ATTACHMENT D

Zone Map

Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1	Zone 2	Zone 3
George Mason University (Fairfax)	James Madison University (Harrisonburg)	University of Virginia (Charlottesville)
Zone 4	**Zone 5**	**Zone 6**
University of Mary Washington (Fredericksburg)	College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	Virginia Commonwealth University (Richmond)
Zone 7	**Zone 8**	**Zone 9**
Longwood University (Farmville)	Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	University of Virginia - Wise (Wise)

Modular Genius

EXECUTIVE SUMMARY

Main Point of Contact Information:

Michael Whitehead
410-676-3424
Modular Genius, Inc.
1201 S. Mountain Road
Joppa, MD 21085
mwhitehead@modulargenius.com

Firm Capabilities:

Modular Genius (MGI) is an Award Winning, Turn Key, Modular Building General Contractor Offering Permanent and Temporary Use Commercial Modular Buildings for Education, Office, Assembly and Healthcare. We complete the project from Design to Occupancy.

Prior Experience:

Modular Genius, Inc. (MGI) has designed, built and installed multiple turn-key Modular Building Systems throughout its nine (9) + year history. The MGI Team has extensive experience in all aspects of turn-key modular construction projects from planning through design, site work, testing, commissioning and installation. See attached reference list for more information.

Project Approach:

Our team's project approach is based on a committed partnership that is designed to balance your facility needs and budget with the shortest possible construction time frame for JUM/ The commonwealth of Virginia.

Project Team:

Michael J. Whitehead, Business Development
Brad R. Gudeman, Business Development
Damon T. Pross, Business Development
David P. Vanicky, Business Development
Chuck Lineberry, Estimator/Site Superintendent
Brian Fiorucci, Senior Project Manager
Michael Pease, Operations Manager
Grant Clarkson, Senior Site Superintendent
Robert Johnston, Site Superintendent
Howard Scarpola, Pre-Construction Manager

Summary:

The MGI team is distinctly qualified to deliver any project to JMU and or The Commonwealth of Virginia in an efficient, cost conscious manner. Based on MGI's collaborative approach to design; value engineering solutions, unparalleled expertise in the Modular Construction field, JMU/The commonwealth of Virginia MGI will be assured the best possible solution to any project need that may arise.

Modular Genius

SERVICES

MGI has been providing Turnkey Modular Construction Services to client in over 30 states (including Virginia) for nearly ten years. As part of our Full-Service Design construction and support services, we regularly provide the following:

1. Leasing, Financing
2. Full Design Services to include:
    a) Site/Civil
    b) Grading
    c) Elevation
    d) Utilities
    e) Foundation
    f) Architectural
    g) Mechanical
    h) Electrical
3. Permitting (State, County, City)
4. Existing Conditions – Renovation, etc.
5. Concrete – Foundations, Floors, Slabs, Sidewalks, etc.
6. Masonry – Foundations, Exterior Siding, Walkways, etc.
7. Metals – Structural, Architectural, Stairs, etc.
8. Carpentry – Rough Carpentry, Finish Carpentry, Custom Carpentry, etc.
9. Thermal/Moisture Protection – Insulation, Siding, EIFS, etc.
10. Doors/Windows – Standard, Commercial, Store Front, RF, Lead Lined, STC, etc.
11. Finishes – Flooring, Walls, Ceilings, Custom Finishes, etc.
12. Specialties – Display Cases, Signage, etc.
13. Equipment – Vault, Darkroom, Food Service, Refrigerated Cases, Vending, Athletic, etc.
14. Furnishings – Artwork, Cabinets, Window Treatments, etc
15. Special Construction – Clean Room, Prefabricated Facilities, Radiation Protection, etc.
16. Conveying Equipment – Elevators, Escalators, Conveyors, etc.
17. Fire Suppression – Fire Sprinkler, Fire Suppression, Fire Extinguisher, Fire Pumps, etc.
18. Plumbing – Rest Rooms, Medical Gas, etc.
19. HVAC – Light Commercial, Heavy Commercial, Laboratories, Clean Rooms, etc.
20. Integrated Automation – Control, Monitoring, etc.
21. Electrical – Normal, Emergency, Generators, UPS, High Voltage, etc.
22. Communication – Voice/Data, LAN, Intercom, Audio/Visual, etc.
23. Electronic Safety and Security – Fire Alarm, Security Alarm, etc.
24. Earthwork – Excavation, Grading, SWM, etc.
25. Exterior Improvements – Fencing, Landscaping, Retaining Walls, etc.
26. Utilities – Water, Sewer, Power, Telecom, Gas, etc.

Modular Genius

PRICING

Product Name	Model Number	Description						Price	Lease Rate	Lease Rate	Lease Rate	Lease Rate	Lease Rate	Lease Rate
									12 Month	18 Month	24 Month	36 Month	48 Month	60 Month
Right End	E-66-RE	14	X	66	=	924	SF	$59,497.55	$2,716.19	$2,091.47	$1,700.34	$1,205.99	$1,086.48	$972.40
Left End	E-66-LE	14	X	66	=	924	SF	$59,497.55	$2,716.19	$2,091.47	$1,700.34	$1,205.99	$1,086.48	$972.40
Center	E-66-C	14	X	66	=	924	SF	$47,705.45	$2,177.86	$1,676.95	$1,363.34	$966.97	$871.14	$779.67
Restroom Center	E-66-RRC	14	X	66	=	924	SF	$85,449.60	$3,900.96	$3,003.74	$2,442.00	$1,732.03	$1,560.38	$1,396.54
Restroom End	E-66-RRE	14	X	66	=	924	SF	$94,255.15	$4,302.95	$3,313.27	$2,693.65	$1,910.51	$1,721.18	$1,540.46
Office	E-66-O	14	X	66	=	924	SF	$50,956.50	$2,326.28	$1,791.23	$1,456.25	$1,032.87	$930.51	$832.81
Right End	B-60-RE	12	X	60	=	720	SF	$46,731.40	$2,133.39	$1,642.71	$1,335.50	$947.23	$853.36	$763.75
Left End	B-60-LE	12	X	60	=	720	SF	$46,731.40	$2,133.39	$1,642.71	$1,335.50	$947.23	$853.36	$763.75
Center	B-60-C	12	X	60	=	720	SF	$40,428.25	$1,845.64	$1,421.14	$1,155.37	$819.46	$738.26	$660.74
Restroom1	B-60-RR1	12	X	60	=	720	SF	$55,584.10	$2,537.54	$1,953.90	$1,588.50	$1,126.67	$1,015.01	$908.44
Restroom2	B-60-RR2	12	X	60	=	720	SF	$59,100.80	$2,698.08	$2,077.52	$1,689.00	$1,197.95	$1,079.23	$965.91
Right End	A-60-RE	12	X	60	=	720	SF	$44,889.10	$2,049.29	$1,577.95	$1,282.85	$909.88	$819.71	$733.64
Left End	A-60-LE	12	X	60	=	720	SF	$44,889.10	$2,049.29	$1,577.95	$1,282.85	$909.88	$819.71	$733.64
Center	A-60-C	12	X	60	=	720	SF	$40,009.65	$1,826.53	$1,406.43	$1,143.41	$810.98	$730.61	$653.90
Restroom1	A-60-RR1	12	X	60	=	720	SF	$53,825.75	$2,457.26	$1,892.09	$1,538.25	$1,091.02	$982.91	$879.70

Modular Genius

PRICING

Restroom2	A-60-RR2	12	X	60	=	720	SF	$58,193.45	$2,656.66	$2,045.63	$1,663.07	$1,179.56	$1,062.66	$951.08
Right End	R-48-RE	12	X	48	=	576	SF	$42,156.70	$1,924.55	$1,481.90	$1,204.77	$854.50	$769.82	$688.99
Left End	R-48-LE	12	X	48	=	576	SF	$42,156.70	$1,924.55	$1,481.90	$1,204.77	$854.50	$769.82	$688.99
Center	R-48-C	12	X	48	=	576	SF	$38,835.50	$1,772.93	$1,365.15	$1,109.85	$787.18	$709.17	$634.71
Center with Restroom	R-48-CR	12	X	48	=	576	SF	$42,078.50	$1,920.98	$1,479.15	$1,202.53	$852.91	$768.39	$687.71
Center Open	R-48-CO	12	X	48	=	576	SF	$32,020.60	$1,461.81	$1,125.59	$915.09	$649.04	$584.72	$523.33
Kitchen Laundry	R-48-KL	12	X	48	=	576	SF	$47,327.10	$2,160.59	$1,663.65	$1,352.53	$959.30	$864.23	$773.49
Restroom1	R-48-RR1	12	X	48	=	576	SF	$62,933.75	$2,873.06	$2,212.26	$1,798.54	$1,275.64	$1,149.23	$1,028.56
Restroom2	R-48-RR2	12	X	48	=	576	SF	$63,223.55	$2,886.29	$2,222.45	$1,806.82	$1,281.51	$1,154.52	$1,033.29
$9.00 per mile	Per Module													

Modular Genius, Inc.
RFP # CMB-1108 Set-Up & Ancillary Services Pricing

Product Name / Model Number	Price
pre-fabricated aluminum steps = 5'x5' deck and up to 35" risersACC-STEP5535	$2,029.00
pre-fabricated aluminum steps = 5'x5' deck and up to 42" risersACC-STEP5542	$2,144.00
pre-fabricated aluminum ramp = 6'x6' deck and 4' x 30' rampACC-RAMP66430	$7,064.00
pre-fabricated aluminum ramp = 6'x6' deck and 4' x 36' rampACC-RAMP66436	$8,711.00
pre-fabricated aluminum ramp = 6'x6' deck and 4' x 42' ramp switch backACC-RAMP66442	$10,854.00
pre-fabricated aluminum risers up to 35" to add to a platform of a rampACC-RISE35	$1,072.00
pre-fabricated aluminum risers up to 42" to add to platform of a rampACC-RISE42	$1,168.00
pre-fabricated aluminum canopy per sq ft ACC-CANOPY-P	$30.80
treated wood canopy per sq ft ACC-CANOPY-T	$31.97
treated wood steps = 5'x5' deck and up to 35" risersACC-STEP5535-TW	$1,852.00
treated wood steps = 5'x5' deck and up to 42" risersACC-STEP5542-TW	$1,967.00
treated wood ramp = 6'x6' deck and 4' x 30' rampACC-RAMP66430-TW	$5,969.00
treated wood ramp = 6'x6' deck and 4' x 36' rampACC-RAMP66436-TW	$8,418.00
treated wood ramp = 6'x6' deck and 4' x 42' rampACC-RAMP66442-TW	$9,936.00
treated wood riser up to 35" to add to platform of rampACC-RISE35-TW	$926.00
treated wood riser up to 42" to add to platform of rampACC-RISE42-TW	$1,041.00
Skirting to match siding material per linear foot ACC_SKIRT	$16.00
Below Grade Concrete Footers per hole ACC_CONFOOT	$202.00
Gutter and downspouts per linear feet ACC-GUTTER	$13.80
Cleaning of Building after installation per sq ft ACC_CLEAN	$0.40
Sprinkler system with protection below the ceiling per sq ft ACC-SPRINK	$5.75
Fire Alarm system per sq ft per sq ft ACC-FIRE	$3.88
Fire Alarm transmitter per building ACC-FIRETRANSMIT	$11,500.00
An outlet with CAT 5 telephone and data wiring includes face plate, patch panel and testing each ACC-OUTLET	$575.00
Rest Room and Dumpster per project 720 sq ft - 2,880sq ftRR_DUMPSTER1	$1,150.00
Rest Room and Dumpster per project 2,881 sq ft - 5,760 sq ftRR_DUMPSTER2	$1,725.00
Rest Room and Dumpster per project 5,761 sq ft - 8,640 sq ftRR_DUMPSTER3	$2,300.00
Rest Room and Dumpster per project 8,641 sq ft - 11,520 sq ftRR_DUMPSTER4	$2,875.00
Rest Room and Dumpster per project 11,521 sq ft - 14,400 sq ftRR_DUMPSTER5	$3,450.00
Full Time site Supervision - Project Management per project 720 sq ft - 2,880sq ftPM1	$2,875.00
Full Time site Supervision - Project Management per project 2,881 sq ft - 5,760 sq ftPM2	$5,750.00
Full Time site Supervision - Project Management per project 5,761 sq ft - 8,640 sq ftPM3	$8,625.00
Full Time site Supervision - Project Management per project 8,641 sq ft - 11,520 sq ftPM4	$11,500.00
Full Time site Supervision - Project Management per project 11,521 sq ft - 14,400 sq ftPM5	$14,375.00
Block / Level / Anchor / Set and Seam -Modular Building (12X60=720 SF)INSTALL720	$2,162.00
Block / Level / Anchor / Set and Seam -Modular Building (24X60=1440 SF)INSTALL1440	$4,623.00

Modular Genius, Inc.
RFP # CMB-1108 Set-Up & Ancillary Services Pricing

Block / Level / Anchor / Set and Seam -Modular Building (36X60=2160 SF)INSTALL2160	$10,902.00
Product Name / Model Number	**Price**
Block / Level / Anchor / Set and Seam -Modular Building (48X60=2880 SF)INSTALL2880	$14,306.00
Block / Level / Anchor / Set and Seam -Modular Building (60X60=3600 SF)INSTALL3600	$17,710.00
Block / Level / Anchor / Set and Seam -Modular Building (72X60=4320 SF)INSTALL4320	$20,079.00
Block / Level / Anchor / Set and Seam -Modular Building (84X60=5040 SF)INSTALL5040	$23,276.00
Block / Level / Anchor / Set and Seam -Modular Building (96X60=5760 SF)INSTALL5760	$26,473.00
Block / Level / Anchor / Set and Seam -Modular Building (108X60=6480 SF)INSTALL6480	$29,670.00
Block / Level / Anchor / Set and Seam -Modular Building (120X60=7200 SF)INSTALL7200	$32,867.00
Block / Level / Anchor / Set and Seam -Modular Building (132X60=7920 SF)INSTALL7920	$36,064.00
Block / Level / Anchor / Set and Seam -Modular Building (144X60=8640 SF)INSTALL8640	$39,261.00
Block / Level / Anchor / Set and Seam -Modular Building (156X60=9360 SF)INSTALL9360	$42,458.00
Block / Level / Anchor / Set and Seam -Modular Building (168X60=10080 SF)INSTALL10080	$45,655.00
Block / Level / Anchor / Set and Seam -Modular Building (180X60=10800 SF)INSTALL10800	$48,852.00
Block / Level / Anchor / Set and Seam -Modular Building (192X60=11520 SF)INSTALL11520	$52,049.00
Block / Level / Anchor / Set and Seam -Modular Building (204X60=12240 SF)INSTALL12240	$55,246.00
Block / Level / Anchor / Set and Seam -Modular Building (216X60=12960 SF)INSTALL12960	$58,443.00
Block / Level / Anchor / Set and Seam -Modular Building (228X60=13680 SF)INSTALL13680	$61,640.00
Block / Level / Anchor / Set and Seam -Modular Building (240X60=14400 SF)INSTALL14400	$64,837.00
Teardown / Disassemble and remove off site -Modular Building (12X60=720 SF)TEARDOWN720	$1,219.00
Teardown / Disassemble and remove off site -Modular Building (24X60=1440 SF)TEARDOWN1440	$2,967.00
Teardown / Disassemble and remove off site -Modular Building (36X60=2160 SF)TEARDOWN2160	$7,866.00
Teardown / Disassemble and remove off site -Modular Building (48X60=2880 SF)TEARDOWN2880	$10,465.00
Teardown / Disassemble and remove off site -Modular Building (60X60=3600 SF)TEARDOWN3600	$13,064.00
Teardown / Disassemble and remove off site -Modular Building (72X60=4320 SF)TEARDOWN4320	$15,663.00
Teardown / Disassemble and remove off site -Modular Building (84X60=5040 SF)TEARDOWN5040	$18,262.00
Teardown / Disassemble and remove off site -Modular Building (96X60=5760 SF)TEARDOWN5760	$20,861.00
Teardown / Disassemble and remove off site -Modular Building (108X60=6480 SF)TEARDOWN6480	$23,460.00
Teardown / Disassemble and remove off site -Modular Building (120X60=7200 SF)TEARDOWN7200	$26,059.00
Teardown / Disassemble and remove off site -Modular Building (132X60=7920 SF)TEARDOWN7920	$28,658.00
Teardown / Disassemble and remove off site -Modular Building (144X60=8640 SF)TEARDOWN8640	$31,257.00
Teardown / Disassemble and remove off site -Modular Building (156X60=9360 SF)TEARDOWN9360	$33,856.00
Teardown / Disassemble and remove off site -Modular Building (168X60=10080 SF)TEARDOWN10080	$36,455.00
Teardown / Disassemble and remove off site -Modular Building (180X60=10800 SF)TEARDOWN10800	$39,054.00
Teardown / Disassemble and remove off site -Modular Building (192X60=11520 SF)TEARDOWN11520	$41,653.00
Teardown / Disassemble and remove off site -Modular Building (204X60=12240 SF)TEARDOWN12240	$44,252.00
Teardown / Disassemble and remove off site -Modular Building (216X60=12960 SF)TEARDOWN12960	$46,851.00

Modular Genius, Inc.
RFP # CMB-1108 Set-Up & Ancillary Services Pricing

Teardown / Disassemble and remove off site -Modular Building (228X60=13680 SF)TEARDOWN13680	$49,450.00
Teardown / Disassemble and remove off site - (240X60=14400 SF)TEARDOWN14400	$52,049.00
Product Name / Model Number	**Price**
Installation of interior walls per linear feet AAR-INTWALLS	$32.20
Installation of Interior hollow core door / steel jamb and lever lockset AAR-HCDOOR	$656.00
Installation of Interior solid core door / steel jamb and lever lockset AAR-SCDOOR	$828.00
Installation of 3/0 x 4/0 Vinyl Window with Mini Blinds AAR-VWINDOW	$288.00
Installation of (1) ADA restroom includes (16 lf walls, 1 sink, 1 toilet, fan, light, door, instant hot,) AAR-RESTROOM	$2,013.00
Installation of 1 ADA shower added to an ADA restroom AAR-SHOWER	$1,610.00
Installation of exterior single steel door / steel jamb with lever lock set and closer AAR-STEELDOOR	$978.00
Installation of exterior double steel door / steel jamb with lever lock set and closer AAR-DOUBLESTEELDOOR	$2,013.00
Upgrade HVAC system to a Quite Climate 2 - High Efficiency, Ultra Low Sound Level, Green Refrigerant System. Priced for (1)Modular section HVAC-UPGRADE	$5,722.00

Thank You

for Considering Modular Genius!

We are a Full Service, Turn Key, Modular Building General Contractor Offering Permanent and Temporary Use, Commercial Modular Buildings for Education, Office, Assembly, Government, and Healthcare. We complete the project from Design to Occupancy

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Offices • Classrooms • Healthcare • Worship • Dormitories • Kitchens
Locker Rooms • Detention • Assembly • Business • Government

Modular Genius
SMART BUILDING

modulargenius.com 888-420-1113

Modular Genius
SMART BUILDING

COMPANY PROFILE

Modular Genius

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Modular Genius
SMART BUILDING

ABOUT MODULAR GENIUS

Modular Genius is a company that focuses on accelerated commercial construction through the utilization of prefabricated modular buildings. Modular Genius is a Maryland corporation with its headquarters located in Harford County. The executives of Modular Genius have an average of Fifteen Years of financial and construction experience within the modular building industry. The foundations of these experiences are a testament to the success of Modular Genius. Modular Genius is extremely sensitive to project control in regard to scheduling, cost and design coordination. Modular Genius' commitment to scheduling by outlining the Critical Path Method will insure a smooth delivery of the project for the customer. The Modular Genius team maintains expertise in business development, design, estimating, contract negotiation, and project management while maintaining a focus on financially sound accounting, operations, and business management decisions. It is important to understand that the modular construction is a method of construction not a type of construction. This modular building method utilizes the same design, engineering, and building codes required with traditional construction; however, it often ensures quality construction in a reduced time frame. This is the primary factor to the continued growth of the modular building industry. Our Company Profile was designed to introduce potential customers to Modular Genius and what our company has to offer.

Our company is made up of many hard working individuals that have made Modular Genius what it is today. As you meet the different individuals that work for us you will begin to recognize the customer service that Modular Genius has to offer – the same customer service that continues to set Modular Genius apart from other modular building general contractors.

Riversdale Historic Society – Visitors Center – Riversdale, MD

REGISTRATIONS AND ASSOCIATIONS

Modular Genius holds contracts, is registered and classified with the following groups and organizations

GSA Contract Holder
Contract GS-07F-0124W

Modular Genius, Inc. has been awarded GSA Schedule contract number GS07F0124W, the base contract period is December 1, 2009 through November 30, 2019.

SAM
SYSTEM FOR AWARD MANAGEMENT

Modular Genius, Inc. is registered with System for Award Management (SAM), the primary registrant database for the U.S. Federal Government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions.

SBA
U.S. Small Business Administration

Based on the US Small Business Administration Table of Small Business Size Standards Modular Genius is matched to the following North American Industry Classification System Codes (NAICS) and classified as a Small Business.
236220 Commercial and Institutional Building Construction - under $36.5 M

KPN KEYSTONE PURCHASING NETWORK

The Keystone Purchasing Network (KPN) is a cooperative purchasing program to save school districts and other public agencies time and money by soliciting bids and leveraging demand. Cooperatively we can deliver better prices at a lower cost of acquisition. Modular Genius, Inc. has been awarded KPN contract number KPN-201902-01C.

Modular Genius

Modular Genius is a proud member of these organizations:

Founded in 1983, the Modular Building Institute is the only international non-profit trade association serving non-residential modular construction. Our regular membership includes wholesale manufacturers, direct manufacturers, and dealers of commercial modular buildings, while our associate members are companies supplying building components, services, and financing to the industry. It is MBI's mission to grow the industry and its capabilities by encouraging innovation, quality, and professionalism through communication, education, and recognition. MBI also administers an educational foundation.

The MBI Awards of Distinction contest is the commercial modular industry's premier awards program, offering competition in over 30 categories for MBI members: building manufacturers, dealers, and product and service providers. Entries are temporary, permanent, and renovated modular buildings as well as industry marketing pieces. A new green building design category gives both MBI members and college and university students the opportunity for world-class recognition. For students, winning also means receiving a scholarship towards higher education.

Each entry is reviewed by an impartial panel of industry and non-industry construction and code experts, architects and engineers, and marketing professionals. Building entries are judged on architectural excellence, technical innovation, cost effectiveness, energy efficiency, and calendar days to complete. Marketing pieces are judged on stated objectives, creativity, methodology, and results. Green building designs are judged on eight criteria, from comfort and energy strategies to economic practicality.

The **U.S. Green Building Council** is a 501(c)(3) non-profit community of leaders working to make green buildings available to everyone within a generation.

Modular Genius
SMART BUILDING

AWARDS AND RECOGNITION

First Place – Relocatable Modular Healthcare – Modular Interim Health Center

First Place – Permanent Modular Assembly Under 10,000 sqft – Modular Fire House & Community Center

Honorable Mention – Greatest Renovation – DC DGS Ready Center

Best of Show – Marketing – www.modulargenius.com

First Place – Marketing Piece Website – www.modulargenius.com

Honorable Mention – Relocatable Institutional or Assembly – Two Story School Bus Terminal

Honorable Mention – Permanent Healthcare – Kelemen Bldg, 1st Floor Emergency Dept. Expansion

Honorable Mention – Relocatable Healthcare – Water Park First Aid Building

First Place – Permanent Healthcare – Livengrin Medical Detox Facility

First Place – Relocatable Single-Wide – The Jean & Sidney Silber Green Education Center

First Place – Relocatable Retail or Hospitality – Loyola Bookstore & Mail Center

Honorable Mention – Relocatable Education Over 10,000 sqft – Summersville Interim Modular Campus

Honorable Mention – Permanent Institutional or Assembly – First Responders Addiction Treatment Facility

Judges' Choice – Loyola Bookstore & Mail Center

COMPANY CERTIFICATIONS

Modular Genius has a variety of certifications that greatly benefit the safety and competence on the job site for the customer. These certifications include:

- OSHA Construction Safety & Health
  - 30 hour & 10 hour Occupational Safety and Health Training Course in Construction Safety and Health conducted by the U.S. Department of Labor.
  - Fall Protection Training: OSHA's Subpart M 29 CFR 1926.500.00
- National Safety Council – 4-hour adult with AED CPR course
- DOT HazMat General & Security Awareness – DOT 49 CFR 172.704 Training
- Factory Built Housing Center and Modular Building Institute Certificate (02/28-29/2008) 12 Hours (1.2 CEU's) Introduction to Commercial Modular Instillation and Site Management conducted in conjunction with the education committee of the Modular Building Institute (MBI) and the Factory Built Housing Center (FBHC) at Pennsylvania College of Technology.
- Certified Forklift Operators and CDL licensed drivers
- The EMR Rating on Worker Compensation policy for Modular Genius, Inc. factor is .85. The current policy effective date 12/31/2019. The Workers Compensation policy is written through Travelers Casualty of Connecticut.

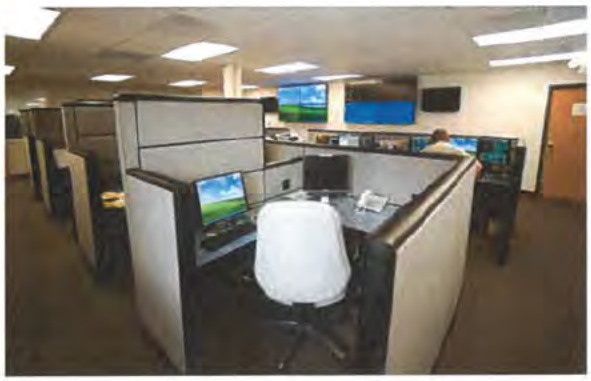
Sibley Hospital – 4th story medical building addition - Washington, DC

Modular Genius
SMART BUILDING

OUR VISION

Modular Genius continues to lead the way by utilizing modular buildings for people who seek an eco-friendly accelerated construction solution to their space needs. Through the diverse and collective strengths of our construction and design team, we broaden the frontiers of modular construction to ensure high quality projects and premium customer service. We are proud to be recognized as an ethically based, service oriented company that exceeds customer's expectations.

U.S. Department of Veterans Affairs – Eye Clinic medical building addition - Atlanta, GA



Department of General Services – Maryland State Police – Sandy Point State Park, MD

MODULAR BUILDING INDUSTRY

Commercial Modular Buildings are non-residential factory built structures generally designed to meet federal, state and local building codes and are capable of being relocated. Over the past 20 years the industry has grown from its origin of short-term leases of general construction trailers to permanent installations (or long-term leases) of larger modular complexes. This growth can be attributed to the increasingly attractive aspects of permanent modular construction which include the following:

US Marines – Quantico, VA

Speed of Occupancy: Buildings can be installed in short period of time for permanent and temporary use. Building site preparation such as grading, utility, and foundation work commence while buildings are being constructed offsite concurrently. By utilizing this method called "concurrent construction," the industry is able to provide buildings in significantly less time than conventional construction. Because the construction of the complexes occurs indoors in a controlled environment, greater quality control is possible and adverse weather conditions that can slow traditional construction are removed as delaying factors.

Cost savings: Because of a condensed construction schedule, customers are able to obtain the benefits of occupying their buildings in a shorter time frame. This allows customers to generate revenue and market share in a time frame that does not exist in conventional construction. In addition, manufactures realize savings from reduced waste and lean manufacturing. These savings are in turn passed on to the market in lower overall building costs.

Quality Control, Safety & Security: Approximately 85% of modular buildings are manufactured in a controlled safe and secure environment ensuring an overall increase in building quality. The materials used in modular construction are identical to those used in conventional construction.

Relocatability / Flexibility: Buildings are not land attached" and can be relocated to suit demographic shifts or can be transferred to sites that would prove to be more profitable.

Equivalent Code Compliance: Modular buildings built today must meet the same engineering, design, inspection and building code standards as traditional construction. In addition, new modular buildings must also be sealed by a professional engineer and must be state certified and approved. This assures a sound, durable building with greater value.

The commercial modular building industry is comprised of (3) core distinct participants:

1. **Material Suppliers:** Sell materials and services to the Manufacturers and Builders
2. **Manufacturers:** Are Wholesalers that fabricate the modular buildings for the Builders.
3. **Builders:** Such as **Modular Genius** design and sell completed modular building for the manufacturer and complete all the site work for the project.

MANAGEMENT TEAM

The management team is comprised of Damon T. Pross, Brad R. Gudeman, David P. Vanicky, Brian A. Fiorucci, and Joseph W. Perrone. With the help of their employees they have made Modular Genius what it is today. Never neglecting their projects, they make themselves available to their vendors, subcontractors, and customers throughout the day.

Damon T. Pross
President
DamonPross@modulargenius.com
Mobile: [redacted]

David P. Vanicky
Vice President of Operations & Systems
Corporate Secretary & Treasury
DavidVanicky@modulargenius.com
Mobile: [redacted]

Corporate Office
1201 S Mountain Road Joppa, MD 21085
Toll Free: 888-420-1113
Local: 410-676-3424
Fax: 410-676-3426

Brad R. Gudeman
Vice President of Sales & Marketing
BradGudeman@modulargenius.com
Mobile: [redacted]

Joseph W. Perrone
Chief Financial Officer
JosephPerrone@modulargenius.com
Mobile: [redacted]

General Inquiry:
sales@modulargenius.com
www.ModularGenius.com

GSA Inquiry:
GSA@modulargenius.com
www.GSA@modulargenius.com

Modular Genius
SMART BUILDING

PRODUCTS AND SERVICES

Modular Genius offers commercial modular buildings with general contracting and turnkey services. The turnkey products and services offered with the modular buildings are as follows:

CSI Code	Category Description
01000	**General Requirements:** Architectural Renderings, Civil and Structural Engineering
02000	**Site: Construction:** Grading, Landscaping
03000	**Concrete:** Foundations, Flatwork, Step and Ramps
04000	**Masonry:** Brick and EFIS exteriors
05000	**Metals:** Prefabricated Steel and Aluminum Canopies, Steps and Ramps
06000	**Woods & Plastics:** Canopies, Steps and Ramps
07000	**Thermal & Moisture Protection:** Gutters and Down Spouts, Thermal Ground Protection
08000	**Doors & Windows:** Steel, Wood High Security Doors and Hardware Aluminum and Vinyl Low E Windows
09000	**Finishes:** Traditional Modular Finishes as well as High End Build Outs
10000	**Specialties:** Classroom Products, chalk boards, white boards, Operable and Accordion Walls
11000	**Equipment:** Relocation Services, trucks, cranes and TransLifts
12000	**Furniture:** Case Goods, Workstations for Sale or Rental
13000	**Special Construction:** Commercial Modular Buildings / Modular Walls and Equipment Enclosures
14000	**Conveying Systems:** Chair Lift and Elevators
15000	**Mechanical:** Low Flow and Sensor Plumbing Fixtures trenching and connection Green Refrigerant HVAC Systems
16000	**Electrical:** Occupancy Sensor and Energy Efficient Lighting Fixtures Transformers, Switch Gear, CT, MDP, Trenching and Connection

CLASIFICATIONS, CODES AND NUMBERS

Modular Genius offers commercial modular buildings with general contracting and turnkey services. We are categorized under these nationally accepted classifications, codes and numbers.

Code	Category Description
	GSA Contract:
Schedule 56	Modular Genius, Inc. offers green modular buildings to the Federal government utilizing our GSA Contract GS-07F-0124W.
FSC 54	Our Modular Buildings are on this schedule under BUILDINGS AND BUILDING MATERIALS/INDUSTRIAL SERVICES AND SUPPLIES.
	The products and services we offer are in this category under – PRE-ENGINEERED PREFABRICATED BUILDINGS AND STRUCTURES and as follows.
361-10E	Category Pre-Engineered and Prefabricated Buildings and Structures for Professional Facility Solutions
361-50	Category Lease/rental of Pre-Engineered/Prefabricated Buildings and Structures
361-32	Category Installation and Site Preparation for Pre-Engineered/Prefabricated Buildings and Structures
59N92	**Cage Code:** The Commercial and Government Entity Code, or CAGE Code, is a unique identifier assigned to suppliers to various government or defense agencies, as well as to government agencies themselves and also various organizations. CAGE codes provide a standardized method of identifying a given facility at a specific location.
779987135	**Duns Number** The Data Universal Numbering System, abbreviated as DUNS or D-U-N-S is a system developed and regulated by Dun & Bradstreet (D&B) which assigns a unique numeric identifier to a single business entity.
	North American Industry Classification System (NAICS)
236220	Commercial and Institutional Building Construction
236115	New Single-Family Housing Construction
321992	Prefabricated Wood Building Manufacturing
332311	Prefabricated Metal Building and Component Manufacturing
444190	Other Building Material Dealers
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)
	Standard Industrial Classification (SIC)
5039	Construction Materials, Nec
7519	Utility Trailer Rental
	Product Service Codes (PSC)
2330	Trailers
5410	Prefabricated & Portable Buildings
N038	Install Of Contruct ,Eq
W038	Lease-Rent Of Contruct ,Eq
	Federal Supply Classification (FSC)
5410	Prefabricated and Portable Buildings
5670	Building Components, Prefabricated

Modular Genius
SMART BUILDING

CUSTOMERS / PROJECTS

U.S. FEDERAL GOVERNMENT

U.S. Army
Aberdeen Proving Ground, MD
Ft George G. Meade, MD
Ft Myer, VA
Ft. Aniston, AL

U.S. Air Force
Andrews Air Force Base, MD
Dover Air Force Base, DE
Lightning Force Academy, PA

U.S. Navy
Patuxent River Naval Air Systems Command, MD
Naval Support Center
Dahlgren Naval Surface Warfare Center, VA
Naval Air Station Oceana, VA
Naval Support Activity (NAVSUPPACT) Mid-South, TN

U.S. Department of Energy
NETL – Pittsburgh, PA
Savannah River Site

U.S. State Department
Harry S. Truman Building, DC

US Department of Defense

Army National Guard
Ohio National Guard Newton Falls, OH
North Carolina National Guard Durham, NC

U.S. Coast Guard
Aviation Logistic Center Elizabeth City, NC
5th CG District, Southern Region Div. 10, Flotilla 10-5, NC

National Park Service
Mammoth Cave National Park, KY
Assateague Island, MD
Mesa Verde, CO
Glacier Bay, AK
President's Park, Washington DC
Liberty Island, NY

F.B.I Academy
Quantico, VA
Clarksburg, WV

U.S. Department of Homeland Security
St. Elizabeth Campus New Headquarters - Washington, DC
Fort Huachuca, AZ
Nebraska Ave, DC

U. S. Department of Agriculture
USDA-APHIS-PPQ

U.S. Department of Veterans Affairs
VA Charlotte Hall, MD
VA Connecticut Healthcare Systems, CT
VA Atlanta Healthcare Systems, GA
VA Northern Indiana Healthcare System
VA Lewisburg, WV
VA Clarksburg, WV

STATE AND LOCAL GOVERNMENT

Allegheny County, MD
Baltimore County Government, MD
Baltimore City Government, MD
City of Norfolk, VA
City of Salisbury, MD
Department of General Services of Maryland
Harford County, MD
Maryland Environmental Service
MD National Capital Parks and Planning Commission
Maryland Transportation Authority
Montgomery County Government, MD
Maryland State Highway Administration
Queens County, MD - Drug Task Force
DC Water, Washington DC
City of Virginia Beach, VA
Southeastern Pennsylvania Transportation Authority
Parks & People Foundation, MD
DC Water
City of College Park, MD

Modular Genius
SMART BUILDING

EDUCATION

Public K-12
Anne Arundel County Public Schools, MD
Baltimore City Public Schools, MD
Baltimore County Public Schools, MD
Carroll County Public Schools, MD
Cecil County Public School, MD
Kent County Public Schools, MD
Frederick County Public Schools, MD
Montgomery County Public Schools, MD
Penn Manor School District, PA
St. Mary's County Public Schools, MD
Queen Anne's County Public Schools, MD
Worchester County Public Schools, MD
Prince George's County Public Schools, MD

Private / Charter K-12
Elkton Christian Academy, MD
Immaculate Conception School, MD
Trinity School of Frederick, MD
Our Lady of Victory Catholic School, DC
Immaculate Conception School Elkton, MD
Baltimore International Academy
Barrie School, MD

College / University
Cecil College, MD
University of Maryland, MD
Delaware State University, DE
Private College / University
Widener University, PA
Elizabethtown College, PA
University of Maryland Loyola, MD

WORSHIP CUSTOMERS

St. Margaret's Episcopal Church, MD
First Assembly of God, PA
Holy Family Catholic Church, MD
Life Christian Church, NJ
St. John De La Salle Catholic Church, MD

HEALTHCARE / MEDICAL CUSTOMERS

Boca West Country Club Fitness and Spa Facility, FL
Sibley Memorial Hospital, DC
West Cecil Health Center, MD
Veterans Administration Health Systems
Hualapai Mountain Medical, AZ
Humeston Family Clinic, IA
MedStar Health – Good Samaritan, MD
West Haven Department of Veterans Affairs, CT
Livengrin Foundation, PA
Kaiser Permanente
National Institute of Health, MD
Toshiba America Medical Systems
Family Health Svcs of Darke County, Inc
Sanofi Pasteur
LSU Health Sciences Center
Decatur Department of Veterans Affairs, GA

Modular Genius
SMART BUILDING

BUSINESS / COMMERCIAL CUSTOMERS

Acorn Supply & Distribution, Inc., MD
Acton Mobile Industries, VA
Aero Link Transportation, DC
Baltimore Gas & Electric, MD
Barton Malow/Mascaro Construction JV, MD
Beachtree Landscape and Design, MD
Brawner Builders, MD
Biscayne Contractors, Inc.
Blazer Enterprises, MD
Boca West Country Club, FL
Clark Construction Group, MD
Constellation Energy Group, NY / MD
Conrad Brothers, VA
Dawson Federal, Inc
Desbuild Inc, VA
DPR Construction, Inc., MD
ENR Contracting, VA
Emerson Process Management, Food Lion, PA
Grunley Construction, DC
Harbor Freight Tools
Hatch Mott Macdonald
Homeland Security Construction Corp, GA
Hershey Entertainment & Resorts, PA
James W. Ancel Company, MD
John J Kirlin Special Projects, MD, VA
MCU Adelphia, MD
Magnolia Plumbing, DC
McGrath Contractors, LLC, VA
Meltech Corporation, Inc., MD, VA
MHTA, LLC, MD
NICC JV, LLC, VA
PEPCO Energy, DC
Philip's Way, Inc., MD
Riversdale Historic Society, MD
RD Meredith General Contractors, MD
Regan National Airport, DC
Shire US Manufacturing, Inc., MD
Severstal International, MD
SERT Systems - I-Shot, Inc., VA
SEKTECH Corporation, Inc., CT
Southeastern Industrial, AL
Tishman / AECOM, DC
Turner Construction, DC
T&M Construction, Inc., MD
Tuckman Barbee, MD
Virginia Railway Express, VA
Weston Solutions, Inc., PA
Westway Terminals, MD
The Whiting Turner Contracting Company, MD

References may be requested with additional contact information for the projects listed above

TESTIMONIES

Riversdale Visitor Center

"St. Mary's County Public Schools has been conducting business with Modular Genius for almost five years. During this period we have successfully completed numerous projects together. The projects consisted of the purchase and turnkey installation of prefabricated modular classrooms. All projects were completed on time and in a quality manner. The management and employees of Modular Genius are committed to customer service and customer satisfaction. St. Mary's County Public Schools would highly recommend Modular Genius to anyone in need of prefabricated modular building facilities."

William Gross
St. Mary's County Public Schools, MD
May 2020

"Modular Genius was immediately on board with our philosophy and designed a temporary facility that has proven to be better than many permanent structures! Our members have been more than pleased with their interim fitness center and spa; therefore, we have been more than pleased."

Herb Romanow
Boca West Country Club
BWCC Temporary Fitness and Spa Facility
June 23, 2007

Boca West Country Club Fitness and Spa Facility

"It has been great working with your company. It is very impressive and worth noting that the customer support that we received initially during the sales process continued throughout the lease of this facility. I again want to personally thank you for all your help and support in assisting West Cecil Health Center to create a foot hold in this community in which we were able to establish our business and grow. We could not have done it without the expert help that was given to us from Modular Genius."

Mark J. Rajkowski
Executive Director, West Cecil Health Center
May 16, 2013

Modular Genius

INSURANCE & BONDING

Business GL Insurance Agent

HMS Insurance Assoc., Inc.
10751 Falls Road Suite 256
Brooklandville, Maryland 21022
Phone: (410) 337-9755 Fax: (410) 337-0551
Contact: Timothy J. Connelly
Insurer: Selective Ins. Co. of America

Business GL Insurance

Modular Genius carries the minimum insurance coverage:
Commercial General Liability, with minimum limits as listed below:

General Aggregate:	$ 2,000,000.00
Products-Completed Operations Aggregate:	$ 2,000,000.00
Personal & Advertising Injury:	$ 1,000,000.00
Each Occurrence:	$ 5,000,000.00
Umbrella – Each Occurrence / Aggregate:	$ 5,000,000.00
Workers Compensation – Maryland each Accident:	$ 1,000,000.00
Disease each Occurrence and Policy Limit:	$ 1,000,000.00
Business Auto Liability Coverage with combined single Limit covering non-owned and hired autos:	$ 1,000,000.00

Upon request, Modular Genius can furnish evidence of insurance stating the above minimum limits of coverage, on the standard form.

Surety/Bonding Agent

HMS Insurance Assoc., Inc.
20 Wight Ave Suite 300
Hunt Valley MD 21030
Phone: (410) 337-9755 Fax: (410) 337-0551
Contact: Robert F. White
Surety Co: Hartford Fire Insurance Company

Surety/Bonding

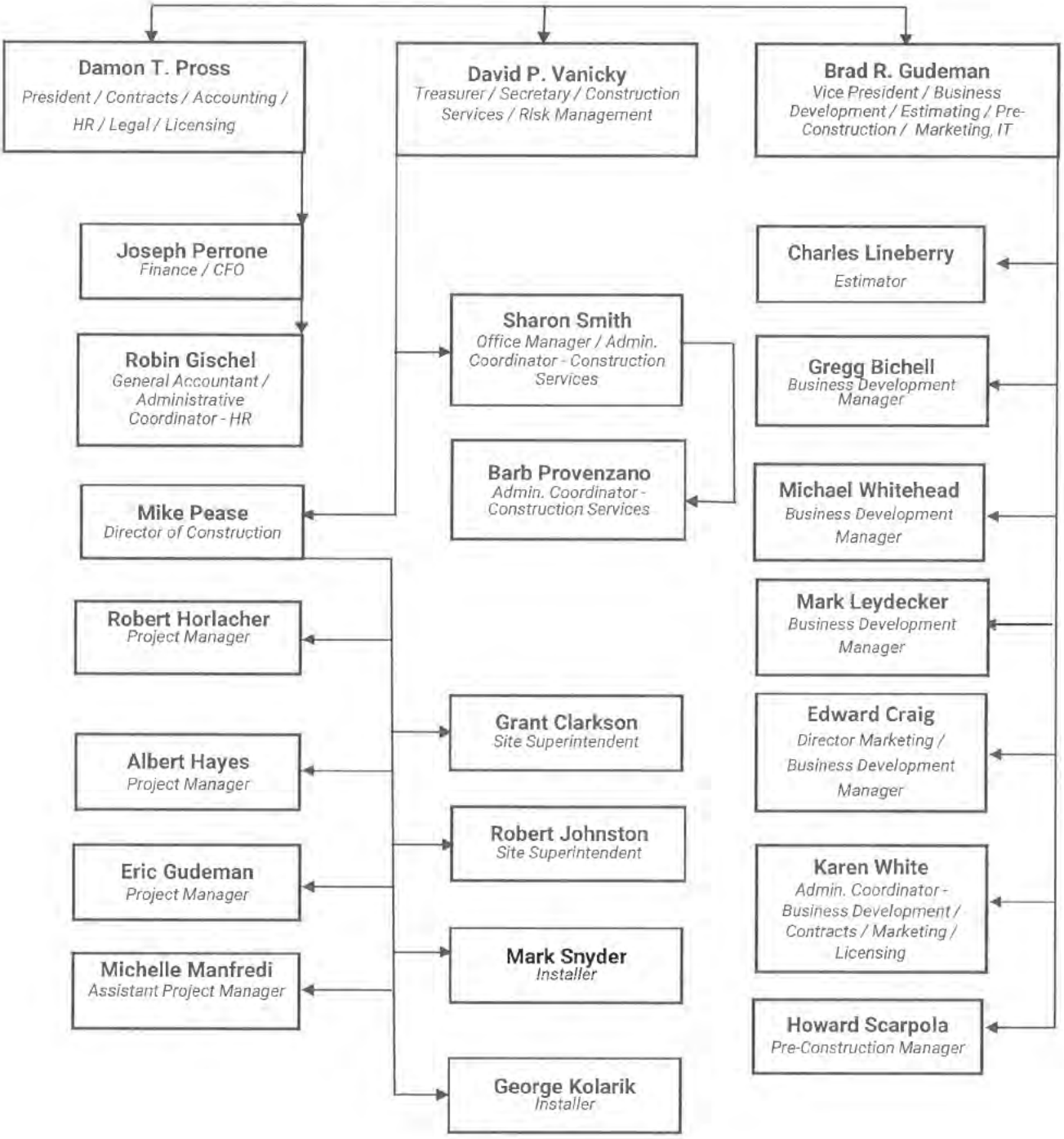
Modular Genius carries the following total bonding capacity:

Per Project	$15,000,000.00
Aggregate Limit:	$30,000,000.00

Upon request, Modular Genius can furnish Bid Bond / Payment and Performance Bond on projects bidding and awarded, on the standard form.

Modular Genius

COMPANY ORGANIZATIONAL CHART



Modular Genius

RESUMES

Damon T. Pross
President
DamonPross@modulargenius.com
Bel Air, Maryland

Mr. Pross's experience in the modular building industry spans over 20 years. During that same period of time, he was heavily immersed in consulting and estimating and in the construction and technical aspects of commercial modular construction that validates his vast knowledge and qualifications.

Damon is committed to the following:

- Educating and consulting clients on modular construction, as well as technical construction attributes
- Space planning coordination, design overview and project planning and scheduling
- Assisting clients to ensure the company meets their modular space needs within their required budget and time-frame
- Contract negotiations, technical writing of specifications and bid documents, and proposal preparation
- Working as the liaison between the client and the company to guarantee project organization and customer satisfaction
- Customer service, project follow-up and service assistance

Some of the key modular projects Damon has managed, and is recognized for, include the following:

- Marada Contracting Inc. – VAMC DC 2 Story Addition – Washington, DC 15,826 sqft
- Barrie School Modular Building Research & Learning Studio – Silver Spring, MD 6,480 sqft
- Sanofi Pasteur – Global Research and Development Office – Swiftwater, PA 27,888 sqft
- GSA – National Park Service President's Park Visitor's Center
- GSA – Dept. of Energy Savannah, GA 7,840 sqft
- GSA – VAMC Lewisburg WV CBOC Emergency Modular Building 3,600 sqft
- DC FEMS – Fastfire LLC – 2 Story Bunk house & apparatus Bay - Washington, DC 7,680 sqft

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David P. Vanicky
Vice President of Operations & Systems, Corporate Secretary & Treasurer
DavidVanicky@modulargenius.com
Bel Air, Maryland

Mr. Vanicky has worked in the commercial modular building industry for over 18 years. His many years of success are the testimony for his qualifications. His key responsibilities and commitments are:

- Personnel and client administration.
- Accurate estimating in various segments of modular construction.
- Exceptional problem-solving skills.
- Financial aptitude in all aspects of construction and business management.
- Propensity to competently control demanding circumstances

Modular Genius

RESUMES

Brad R. Gudeman
Principle / Director Sales & Marketing
BradGudeman@modulargenius.com
Freeland, Maryland

Mr. Gudeman has over 18 years of professional, sales, marketing and management experience in the commercial modular building industry. He has built a successful portfolio of public, private and federal government clients.

Brad is committed to the following:

- Design Build, space planning and scheduling phases of concurrent modular construction
- Turnkey Assistance, including permit expediting with local county agencies, sub-contractor evaluation and teaming to deliver projects within specific deal requirements.
- Target marketing, focused on offering products and services tailored to specific needs of market.

Some of the key modular projects Brad has managed, and is recognized for, include the following:

- 436th Wing – US Air Force – Dover Air Force Base (Classroom, Administrative) Total 11,064 Sq Ft
- Baltimore Zoo – Baltimore, MD (Administrative, Classroom, Restroom) Total 7,920 Sq Ft
- US Army – Aberdeen Proving Ground (Administrative) Total 10,800 Sq Ft - w/Bechtel
- US Navy – Patuxent River, MD 21,000 sq ft / 47,000 sq ft / 36,000 sq ft – w/ Blazer Custom Construction
- Homeland Security Washington, DC (office) 29,520 Sq Ft – w/ Clark Construction
- US Army – Ft Detrick (Administrative) Total 5,040 Sq Ft - w/ CDI Services
- DC Water Authority – Blue Plains Washington, DC – (Administrative) 9,360 Sq Ft
- US White House – Eisenhower Executive Office Building (Locker Room) Total 2,300 Sq Ft – w/ Grunley
- US Supreme Court – (Administrative) 12,960 Sq Ft – w/ Grunley
- Human Genomic Sciences - Rockville, MD – (Administrative) 36,700 Sq Ft – w/ Gilbane
- VA Health Systems – Decatur, GA – 2,400 Sq Ft – W/ HSCC
- Harford County Public Schools – Maryland (Classroom) 7,776 Sq Ft
- US Army – Ft Meade – Medical – 12,000 Sq Ft & 5,000 Sq Ft – W/ JJKSP
- US Navy – Oceana, VA – Medical – 10,000 Sq Ft – w/ JJKSP
- Quantico Marine Base (offices) 30,000 Sq Ft – w/ Meltech Corp
- Patuxent River, MD NAFAC – office - 8,000 Sq Ft – w/ Meltech Corp
- US Navy - Bethesda Naval Medical Bethesda, MD (Dental Clinic) Total 2,100 Sq Ft – w/ McGrath
- US Navy - Dahlgren Naval Surface Warfare Center Dahlgren, VA (S.C.I.F) Total 6,480 Sq Ft – w/ McGrath
- US Marines – Quantico Marine Base (Administrative, Classroom, S.C.I.F.) 20,880 Sq Ft – w/ McGrath
- VA Health Systems – West Haven, CT (office) 6,500 Sq Ft – w/ SEKTECH
- USACE – USAMRICD Aberdeen Proving Gournd, MD – (Office0 10,000 Sq Ft – w/ Total Eng
- US Home Land Security – Navy Annex Washington, DC (Admin) 4,900 Sq Ft – w/ Wackenhut Svcs
- Walter Reed Army Medical Center – Washington, DC (Amputee Rehabilitation Clinic) 5,000 Sq Ft

Modular Genius

RESUMES

Michael J. Whitehead
Business Development Manager
mwhitehead@modulargenius.com

Michael has almost 22 years of professional sales experience in the commercial modular building industry. He has built a successful portfolio of public, private, and federal government clients. He has dealt with both the leasing and sales side of the business.

Michael is committed to the following:

- Design Build, space planning and scheduling phases of concurrent modular construction
- Turnkey Assistance, including permit expediting with local county agencies, sub-contractor evaluation and teaming to deliver projects within specific deal requirements.

Some of the key modular projects Michael has managed, and is recognized for:

- Cove Point LNG / Kiewit, Lusby, MD – 200+ floors
- The Catholic University of America – 2,880 sqft
- Maryland State Highway Administration – 840 sqft
- Pepco (Potomac Electric Power Company) – 1,440 sqft
- Federal Aviation Authority (FAA) – 400 sqft
- US Fish and Wildlife Service – 1,440 sqft
- WVU Potomac State College – 1,440 sqft

Joseph W. Perrone
Chief Financial Officer
JosephPerrone@modulargenius.com

Mr. Perrone has extensive experience that includes working for public accounting/consulting firms for more than 15 years where he provided accounting, auditing, tax and regulatory compliance services for clients in the healthcare, finance, construction and insurance fields with assets up to $1 billion and revenues up to $500 million. Joe has been employed with Modular Genius since July 2010. He currently oversees the finance and risk management departments.

Robert P. Horlacher Jr.
Project Manager
rhorlacher@modulargenius.com

Mr. Horlacher has +20 years' experience in the commercial construction industry, with more than 15 years' experience in commercial modular manufacturing and installation. A few of the key responsibilities are as follows:

Operations:

- Operations manager/Plant Manager for Modular manufacturer ($8-10 annual production)
- Lead Project manager for modular fabricator for projects of over $10 million in value annually

- Lead Engineer/project manager for fabrication of specialty modular fabrication to include, but not limited to Chemical and Biological (BSL 2/3) Laboratories, imaging buildings and medical facilities
- Project manager for installation of specialized modular projects, to include by not limited to steel/concrete structures, fire rated/non-combustible structures, multi-story buildings and sound rated structures

Training/Education:

- Comprehensive working knowledge of International Code Council Codes and Standards (current to 2015), which include Building Code, Energy Conservation Code, Green Code, Mechanical code, Plumbing code, etc.
- Working knowledge with ANSI A117.1 Accessibility standards, National Electrical code (NFPA 70), NFPA 72 National Fire Alarm Code, NFPA 90A Air Condition and Ventilation systems and NFPA 780 Lightning Protection Code
- OSHA 10 hour Safety Certified
- CPR/AED Certified (2015)

Grant Clarkson
Project Manager / Site Superintendent
GrantClarkson@modulargenius.com

Grant Clarkson's experience in the modular building industry spans more than 30 years.
His qualifications for this project are due to his key responsibilities that include:

- Coordinate and implement building deliveries and installations; as well as, complete turnkey installations
- Execute, follow-up and close projects from start to finish
- Implement safety plan for all field projects and complete Safety Tool Box Talks when required.
- Prepare building delivery and material staging areas, as required.
- Meet subcontractors and direct them to complete associated work
- Layout/Stakeout building corners and locations.
- Layout/Stakeout building footer installations and confirm subcontractor work.
- Coordinate and receive building inspections, as required.
- Adjust schedules and/or Scopes of Work with Operations to project changes (weather, delivery, adds, etc.).
- Handle project from contract to occupancy.
- Order supplies and materials for projects.
- Coordinate with trades, schedule and follow-up in order to complete installations.
- Visit project sites to ensure projects are on schedule, sites are safe and scope of work is being completed as required.

Modular Genius

RESUMES

Howard Scarpola
Pre-Construction Project Manager
hscarpola@modulargenius.com

Started in the Modular Industry in January 1979 with Coastal Manufacturing as a Draftsman. In 1982 the owner instructed me to find a Computer Aided Drafting Program and we purchased AutoCAD version 2.1

Working with AutoCAD designing Modular Buildings for 34 years and in the Modular industry for 37 years. Working for two manufacturers and two dealers

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Charles (Chuck) Lineberry
Estimator
CharlesLineberry@modulargenius.com

Mr. Lineberry joined Modular Genius in January 2012. His experience includes 12 Years of Project Estimating and Project Management for a large commercial modular building company and other commercial construction companies. Chuck retired from the U.S. Air Force after serving for many years.

His Professional Training and Education Includes:

- CPR/AED Certified, 2012
- OSHA 10 Hour Construction Industry Outreach Course, 2011
- OSHA 30 Hour Construction Industry Outreach Course, 2011
- RS Means Training, 2009 (Cost works, Mechanical, Electrical, and Unit Pricing)
- Commercial Modular Installation and Site Management Course, 2008
- A.A. Education and Training Management, 2004 (Community College of the Air Force)
- NCO Academy, 2003
- Supervisor Safety Training Course, 2003
- Military Training Leader Course, 2001
- A.A. Electrical and Mechanical Technology, 2000 (Community College of the Air Force)
- Military Training Instructor School, 1999
- Customer Care University Course, 1998
- NCO Leadership School, 1990

Sharon K. Smith
Office Manager / Operations Administrative Coordinator
SharonSmith@modulargenius.com

Sharon Smith has over (30) years of administrative experience in commercial construction & commercial integrated security systems. During that time she has served in roles including administrative, operational, accounting & human resources. Sharon is extremely organized; her goal is to provide optimum customer service to our clients and those she supports internally.

Modular Genius

RESUMES

Sharon joined Modular Genius in February 2012. Sharon's role with Modular Genius includes Post Contract Award Contract Requirements, Subcontractor Contract Administration, Project Management Support & Project Billing.

Additional details & references available upon request

Modular Genius

REFERENCES

Customer:	Department of Health
Project:	St. Croix Interim Health Center
Location:	St. Croix, USVI
Use:	Healthcare
Size:	39,904 sqft
Contract Value:	$ 7,602,808.27
Contract Term:	Sale
Completion Date:	02/28/18
Contact Name:	Reuben Molloy
Phone Number:	340-626-5686

Customer:	Nicholas Co. Board of Education
Project:	Summersville Interim Campus
Location:	Summersville, WV
Use:	Education
Size:	44,100 sqft
Contract Value:	$ 2,720,927.20
Contract Term:	Sale
Completion Date:	10/10/16
Contact Name:	Kevin Hess, Nicholas Co. Board of Education
Phone Number:	301-872-3611

Customer:	Cooper University Health Care
Project:	Cooper University Hospital Emergency Room Addition
Location:	Camden, NJ
Use:	Healthcare / Clinic
Size:	4,910 Sqft
Contract Value:	$ 3,513,513.88
Contract Term:	Sale
Completion Date:	07/09/18
Contact Name:	Jim McPhilemy
Phone Number:	215-665-0966

Customer:	Fastfire LLC
Project:	DC FEMS Engine Company 1 Temporary Fire House
Location:	Washington, DC
Use:	Government / Fire Station / Bunkhouse
Size:	6,336 sqft
Contract Value:	$ 2,283,903.63
Contract Term:	Sale
Completion Date:	11/21/2014
Contact Name:	Gareth Eckmann geckmann@eastbanc.com
Phone Number:	202-944-2141

Customer:	Loyola University Maryland
Project Name:	Loyola Bookstore & Mailroom
Location:	Baltimore, MD
Use:	Bookstore & Mailroom
Size:	9,600 sqft
Contract Value:	$2,302,418.00
Contract Term:	Sale

Modular Genius

REFERENCES

Completion Date:	08/28/17
Contact Name:	Jim Miller, University Architect
Phone Number:	410-617-5859 jrmiller1@loyola.edu
Customer:	Livengrin Foundation, Inc.
Project Name:	FRAT & Detox Buildings
Location:	Bensalem, PA
Use:	Clinic/Healthcare
Size:	20,647 sqft (2 buildings)
Contract Value:	$6,002,430.02
Contract Term:	Sale
Completion Date:	10/13/17
Contact Name:	R Burner rbruner@Livengrin.org
Phone Number:	267-885-4158
Customer:	Michigan Economic Development Center
Project:	MLSIC Clinical Trials Unit
Location:	Plymouth, MI 48170
Use:	Office Space
Size:	9,424 Sqft
Contract Value:	$ 793,330.00
Contract Term:	Sale
Completion Date:	08/25/14
Contact Name:	Bret Hilbert - GEM Inc.
Phone Number:	BHilbert@rlcos.com
Customer:	Leidos Biomedical Research, Inc.
Project Name:	FNLCR Fort Detrick
Location:	Frederick, MD
Use:	Government Office
Size:	6,000 sqft
Contract Value:	$1,127,630.00
Contract Term:	Sale
Completion Date:	08/15/18
Contact Name:	Bart Christy christyba@mail.nih.gov
Phone Number:	301-846-1963
Customer:	Montgomery County Public Schools
Project Name:	Summit Hall Elementary School
Location:	Gaithersburg, MD
Use:	Education / Permanent Addition
Size:	19,128 sqft
Contract Value:	$4,287,681.60
Contract Term:	Sale
Completion Date:	09/01/17
Contact Name:	Jim Tokar, MCPS Division of Construction
Phone Number:	240-314-1008 James_R_Tokar@mcpsmd.org

Modular Interim Health Center

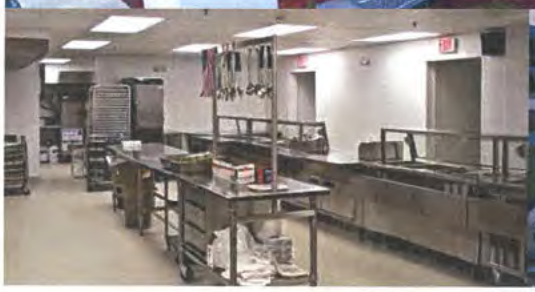
St. Croix, USVI

The Challenge

Category 5 Hurricane Maria devastated the US Virgin Islands in September of 2017. After the storm, the Charles Harwood Hospital on St. Croix was condemned. FEMA requested help from the USACE to solicit a turn key solution to the immediate need for a health care facility. Modular Genius responded by evaluating the program requirements and generating floor plans for each division of the complex. Because there was not an adequate water source for a sprinkler system, Modular Genius separated the medical divisions into separate buildings while maintaining the required distance between the structures to eliminate the sprinkler requirement. The buildings are connected by a walkway to connect the entire facility. The complex consists of 66 modules that total 40,000 square feet.

The Solution

While this facility is considered temporary, there has been no progress on the design of the permanent hospital. Therefore the "temporary" modular complex will serve its purpose for the foreseeable future utilizing standard, readily available materials. This economical solution will allow the Department of Health to meet all of their obligations to the public while the permanent facility is constructed. As the buildings were constructed they were shipped in the order that the site could accommodate so that and each unit was installed immediately upon arrival. The buildings rolled off the vessel, were cleared, trucked to site and immediately placed. This coordination eliminated a staging area requirement and accelerated the installation. Less time on site installing the buildings greatly reduced the overall project cost.



Summersville MS Interim Modular Campus

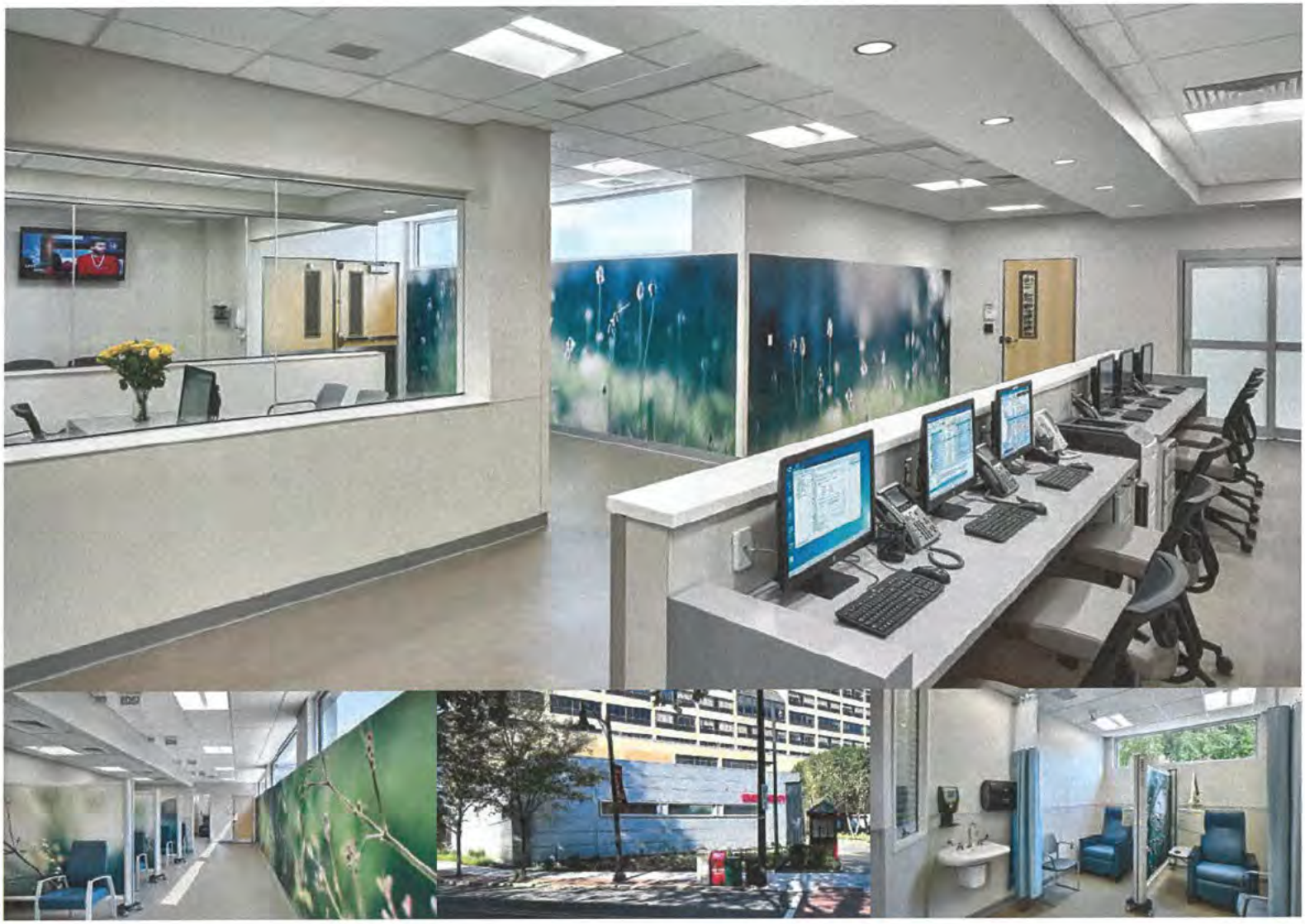
Summersville, WV

The Challenge

As a result of West Virginia flooding in June of 2016, a local community was in need of a school to serve its 500+ students. The existing middle school had been deemed a total loss by FEMA due to water damage. A concept design and site plan was provided by a local architect and Modular Genius responded immediately.

The Solution

The classroom buildings totaled 55,456 sqft, utilizing (5) modular complexes, ultimately culminating a total of 74 modular buildings. The new modular classrooms were designed to be functional, durable, & easily accessible for all students. As such, ADA compliant decks, steps, ramps and a chairlift were provided. While the new modular middle school buildings were in production, it was determined that a full commercial kitchen would be needed to provide meals for the students. MGI quickly had to figure out how to add the commercial modular kitchen addition to the school by removing and re-installing several of the HVAC units on the cafeteria building to a revised location and making penetrations in to the cafeteria, whereby the two buildings would be connected via "connector links".



Cooper University Healthcare

Camden, NJ

The Challenge

A trauma center required a 5,000 sf extension to their Emergency Department constructed quickly; with minimum disruption on site to support its rapid growth. Permanent quality construction was required to connect to its existing building on their campus. Modular Genius' services included design, engineering, project management, permits, site work, foundations, utility work, new building construction, fire protection, finishes and more. The building is comprised of twelve non-combustible modules varying in size between; with the floor of the new modular extension aligned with the existing ground floor level. Existing building services were connected to the new extension from the existing basement level and from above the existing ground floor ceiling; to establish a seamless building addition.

The Solution

Modular Construction was the ideal solution for this emergency department building addition; taking advantage of concurrent construction speed, marginal site disturbance and minimal material laydown requirements. This particular modular building design afforded the end-user an immediate permanent solution and the ability to install the building quickly and safely in a tight metropolitan site location with heavy foot & vehicle traffic. Each module was precisely crane set into place, securely welded to steel weld plates within the foundation and structurally lagged at the wall, floor and roof sections. Then; a link was designed and built to connect both building together seamlessly.

Engine Company 1 Temporary Facility

Washington, DC

The Challenge

Part of a multi-million dollar development project throughout Washington DC, modular construction was chosen to build a two-story 7,300 sqft temporary fire house, taking advantage of the fast modular concurrent construction process that enabled a rapid completion date. The design needed to be 100% relocatable in order to be relocated to another project after five years. Marginal site disturbance and minimal material laydown was required, with very little space available working on a very tight site.

The Solution

The temporary fire house located in Washington, DC, includes many work areas. The kitchen s equipped with built in cabinets, appliances, double sinks, and coffee station; Officer Bunks provide a quiet retreat. A fire pole was removed and reinstalled from an existing engine company, cut to fit, and reinstalled at the new facility. 30 gear lockers were also elocated to the new temporary station. The apparatus bay includes medical storage, fitness room, and decontamination room with a shower base and eyewash station. Roll up doors allows room for 3 engines. Located on the second floor of the bunk house are men and women's locker rooms with showers, multiple bunks, and restrooms. Traditional Modular Construction, combined with UpGrade Modular Construction, enabled us to build this building on a compact site with minimal interference to traffic or surrounding businesses.

Loyola University Bookstore & Mailroom

Baltimore, Maryland

The Challenge

Loyola University of Maryland was doubling the size of their dining facility in the summer of 2017. This expansion would encroach on the campus bookstore and mail center. While the plans were approved for the renovation work, there was no projected plan for displaced facilities. Considering the size of the facility and the prominent campus location, an effort was made to enhance the design of the temporary buildings.

The Solution

Modular Genius constructed and installed a 9,600 sqft modular building for a long term temporary space solution. To match the modern campus, inflections were designed on the front of the building instead of a standard flat front. An architectural design with the use of the Cembonit fiber cement panels in a rainscreen application was an ideal solution to achieve an energy efficient building utilizing exterior insulation to prevent thermal bridging and reduce condensation. In order to maintain a permanent appearance without absorbing a permanent cost, the building was installed on a standard dry stacked concrete block pier system on below grade concrete footers. A 180' long deck with planters was constructed on the front of the building to maintain an at-grade appearance.

Livengrin Addiction Treatment Facility

Bensalem, PA

The Challenge

Livengrin Foundation, Inc. in Bensalem, PA required a community and meeting building for patients suffering from addiction whereby a life of recovery could be achieved. The Frat building would be a new standalone building on campus. To construct the FRAT building, it was proposed to use varying configurations of 9 modular building sections to form the 4,000 sq ft building. The average modular section was 14 x 50. Modular construction was a desired design to achieve speed to occupancy in order to increase the office and meeting room space on campus. Since the campus environment needed to maintain its day to day sensitive operations modular construction would be less disruptive than traditional construction.

The Solution

Modular construction was an ideal solution for the 4,000 sqft First Responders Addiction Treatment (FRAT) Facility building, quickly setting the 9 modules on the foundation in one day. Site utilities and foundations were constructed while the modules were manufactured off-site. The crawlspace foundation was constructed with a pour concrete wall with interstitial concrete piers throughout. The roof top HVAC system and hot water was powered by Liquid Propane to cut down on electrical consumption. The shape of the modular building was a square with an added modular section for the vestibule. The exterior EFIS and masonry finish was accented by an mansard roof and matching shingles to the main campus building. Landscaping of indigenous plants was desired to insure the project looked presentable and planned.

MLSIC Clinical Trials Unit

Plymouth, MI

The Challenge

An Innovative and economic business development organization partnered with a highly prominent research institute with a goal to promote "translational medicine research"/ Bioscience research and development. To fulfill their goal, they needed a state of the art medical research building that would adjoin to their existing main office building. The 9400 Sq. Ft. single story Modular building addition incorporates a brick/EIFS exterior that was installed on site to match the existing 56,000 Sq. Ft. building.

The Solution

This Modular addition was separated from the existing building with a concrete block fire wall and includes 13 beds, three infusion chairs, an investigational pharmacy, a lab and overnight room for volunteers. The interior of the building contains low VOC carpet tiles, high end case work and cabinetry. In addition, a wet pipe sprinkler system and fire alarm for life safety requirements are included. The building is equipped with a pharmacy area where one of the goals is to dilute the particulate contamination with particulate-free, HEPA-filtered air. Also included in the pharmacy are; a negative pressure clean room, positive pressure sterile room, anteroom, biosafety cabinet, and fume hood. The building is equipped with emergency back up power encase of a power failure.

Summit Hall ES Modular Addition

Gaithersburg, MD

The Challenge

Montgomery County Public Schools in Maryland has a significant school overcrowding issue and has over 500 portable/modular classrooms. In particular, Summit Hall Elementary School had 24 single, dated classrooms with no plan for relief. The community was pressuring MCPS for a permanent resolution that was required to be completed in the summer of 2017. Modular Genius was contracted to design/build a modular classroom complex that did not look like a temporary building, and that matched the aesthetics of the existing red brick school building.

The Solution

The (2) new 14,000 sf buildings were designed with a below grade crawl space foundation system to keep the concrete entryway at ground level. The exterior walls extended beyond to actual roof line with brick imprinted Nichiha fiber cement siding to closely match the existing school. Steel collection boxes with commercial grade down spouts connected to a below grade storm water management system to completed a clean permanent look. In order to maintain the clean exterior appearance, and to meet aggressive air quality demands of MCPS, Modular Genius designed the classrooms with I-TEC Step Capacity Heat Pumps with dehumidification. These interior units are ideal for the high efficiency demand and he lowest possible sound levels that are practical and achievable.

CLICKSAFETY®

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MIKE PEASE

has successfully completed ClickSafety's web-based training course:

OSHA 30-Hour Construction_A

This course was developed and presented by ClickSafety.com, Inc.

30506531	9/7/2020	30.25 HOURS	Peter Rice
SERIAL NUMBER	COMPLETION DATE	COURSE DURATION	TRAINER

As an OSHA-Authorized Online Outreach Training Provider, Clicksafety certifies that this Outreach Training Program course was conducted in accordance with the OSHA Outreach Training Program Requirements and Procedures.ClickSafety will document this class to the OSHA Directorate of Training and Education. Upon successful review of the documentation, ClickSafety will provide each student their DOL OSHA card within 90 days of the completion date of the OSHA course. support@clicksafety.com

OSHA
Occupational Safety and Health Administration

34-602126916

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

MIKE PEASE

PETER B. RICE
Trainer Name

09/07/2020
Date of Issue

OSHA Training Institute Education Centers
University of California, San Diego

800-358-9206
extension.ucsd.edu/oshaverification/

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2020

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

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

PRODUCER
HMS Insurance Associates, Inc.
20 Wight Ave Suite 300
Hunt Valley MD 21030

CONTACT NAME: Kimberley Novak
PHONE (A/C, No, Ext): 443-632-3363 FAX (A/C, No): 443-632-3494
E-MAIL ADDRESS: knovak@hmsia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. of America	25674
INSURER B : The Phoenix Ins. Co.	25623
INSURER C : Charter Oak Fire Ins. Co.	25615
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MODUGEN-01
Modular Genius, Inc.
1201 South Mountain Road
Joppa MD 21085

COVERAGES **CERTIFICATE NUMBER:** 1311652307 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CO2B024069TIL	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA1L612707	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP9H1321801926	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB8J4958801926G	12/31/2020	12/31/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation States: MD,VA,NC,SC,PA,NJ

CERTIFICATE HOLDER

Modular Genius, Inc.
1201 South Mountain Road
Joppa MD 21085

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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HMS INSURANCE
ASSOCIATES, INC.

October 2, 2020

Re: Modular Genius, Inc.

To Whom It May Concern,

We represent Modular Genius, Inc. relative to their bonding requirements and serve as Attorney-In-Fact for their Surety, Hartford Casualty Insurance Company.

Hartford Casualty Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A+(Superior); XV ($2 Billion or greater) by A.M. Best Company.

Modular Genius, Inc.'s bonding facility includes capacity parameters of $15,000,000 per project, coupled with aggregate capacity in the $25,000,000 range.

As is customary, Hartford Casualty Insurance Company reserves the right to perform their normal underwriting function at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

We feel privileged to have Modular Genius, Inc. as our client and can recommend them to you without reservation.

Sincerely,

HMS INSURANCE ASSOCIATES, INC.

Mary Goska

Mary Goska
Senior Bond Account Manager

Offices located at: 20 Wight Avenue Suite 300 Hunt Valley, Maryland 21030 410 337-9755 Fax 410 337-0551 www.hmsia.com
Mailing Address: P.O. Box 1750 Cockeysville, Maryland 21030

HMS INSURANCE

ASSOCIATES, INC.

October 2, 2020

RE: Modular Genius, Inc.
Workers Compensation

To whom it may concern,

The following are the NCCI Experience Modification factors for Modular Genius, Inc.:

2019-2020	0.86
2018-2019	0.85
2017-2018	0.85
2016-2017	0.87

Please review this information and should you have any questions, do not hesitate to contact me.

Thank you.

Sincerely,

Kimberley Novak

Kimberley Novak
Senior Customer Service Representative
HMS INSURANCE ASSOCIATES, INC.

Office location: 20 Wight Avenue Suite 300 Hunt Valley, Maryland 21030 410-337-9755 Fax 410-337-0551 www.hmsia.com
Mailing Address: P.O. Box 1750 Cockeysville, Maryland 21030

CAPABILITIES STATEMENT

Modular Genius, Inc. is an Award Winning, Turn Key, Modular Building General Contractor Offering Permanent and Temporary Use Commercial Modular Buildings for Education, Office, Assembly and Healthcare. We complete the project from Design to Occupancy.

Incorporated May 8th, 2006

Corporate Office:
1201 South Mountain Road
Joppa, MD 21085
Phone: 888-420-1113
www.ModularGenius.com

Certified:
OSHA Construction
Safety & Health
Fall Protection Training
National Safety Council CPR
DOT HazMat
MBI Modular Site Management
Master Electrician License

EMR Safety Rating on Worker Compensation policy factor is .86

Surety / Bonding as of 10/02/20:
Per Project: $15,000,000.00
Aggregate: $30,000,000.00

Evidence of insurance, financial statements, bonding and referrals available upon request.

Proud Member:
U.S. Green Build Council
Modular Building Institute
American Institute of Architects

GSA Contract Holder
Contract GS-07F-0124W

Modular Genius, Inc. is a registered small business offering green favored modular buildings to the U.S. Federal Government.

GSA Contract: GS-07F-0124W
GSA Schedule 56
Cage Code: 4F5A8
DUNS #: 779987135
FED TAX ID: 20-4869499
SAM: Registered

KPN KEYSTONE PURCHASING NETWORK

The national purchasing cooperative that reduces cost of acquisition for education and local government. Competitively bid purchasing contracts that meet strict bidding standards.

KPN Contract: 201902-01C

MAPT
Mid-Atlantic Purchasing Team

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council ("BMC") and the Metropolitan Washington Council of Governments ("MWCOG") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Leased Modular Classrooms
BCPS Contract: JBO-717-19

Purchase of Modular Classrooms
BCPS Contract: JBO-716-19

Transport of Modular Classrooms
BCPS Contract: MBU-510-17

Modular Decking, Porches, Skirting & Ramps
BCPS Contract: MBU-502-19

DPOR License Lookup License Number 2705110728

License Details

Name	MODULAR GENIUS INC
License Number	2705110728
License Description	Contractor
Firm Type	Corporation
Rank [1]	Class A
Address	1201 SOUTH MOUNTAIN ROAD, JOPPA, MD 21085
Specialties[2]	Industrialized Building (IBC) Manufactured Housing (MHC)
Initial Certification Date	2006-10-18
Expiration Date	2022-10-31

1 Refer to the Statutory Definitions (http://law.lis.virginia.gov/vacode/title54.1/chapter11/section54.1-1100/) for descriptions of the rank or class of license (A, B, or C) that determines the monetary limits on contracts/projects.

2 Refer to the Classification Definitions (http://lis.virginia.gov/cgi-bin/legp604.exe?000+reg+18VAC50-22-20) and Specialty Definitions (http://lis.virginia.gov/cgi-bin/legp604.exe?000+reg+18VAC50-22-30) for detailed definitions of these classifications and specialties.

The data located on this website are not the public records of the Department of Professional and Occupational Regulation (DPOR). All public records are physically located at DPOR's Public Records Section: 9960 Mayland Drive, Suite 400, Richmond, VA 23233. While DPOR works to ensure the accuracy of the data provided online, the data available on these pages are updated routinely but may not be up to date at all times (due to document processing delays, technical maintenance, etc.).

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DPOR License Lookup build 1,472 (built 2021-02-15 10:16:48).

Modular Genius
SMART BUILDING

Contract for the Sale, Delivery, and Installation of a Modular Building

Company ("Buyer")
Company:
Address:
City, State, Zip:
Phone No.:
Contact:

Project Information
Project/Contract No.:
Project Name:
Issue Date:

THIS CONTRACT for the Sale of a New Modular Building (hereinafter "Agreement") is made as of the date set forth above by and between **MODULAR GENIUS, INC.**, a Maryland Corporation, whose address is 1201 South Mountain Road, Joppa, Maryland 21085 USA ("Seller") and the Buyer ("Buyer") noted above. The Buyer and Seller are hereinafter sometimes referred to as the "Parties."

Buyer and Seller, for the consideration set forth in this Agreement, do hereby contract for the purchase, delivery, and installation of a modular building as more fully hereinafter described, subject to the following terms and conditions:

1. Building Description:

Building Description

The Buyer shall purchase and Seller shall sell, deliver, and install the following New Modular Building (hereinafter "Building") according to the following construction documents which are attached hereto and incorporated herein by reference:

Serial # - 1st in Series	Serial # - Last in Series	Overall Width	Overall Length

2. Building Location:

Building Location

The Building will be delivered and installed at the following location (hereinafter "Location"):

Street Address, City, State Zip

At least seven (7) days prior to the commencement of Work, Buyer will specify to Seller in writing, or by provision of approved plans, the actual placement and elevation of and for the Building on the Site Location.

3. Scope of Work:

Scope of Work

Seller agrees to sell, deliver and install to, and for, Buyer of the Building. In conjunction with furnishing and installing the Building together with its fixtures, if any, the following items are required, included or excluded (hereinafter "Work"):

Insert Scope of Work

3.1. Required Building Foundation: To install the Building set forth in Paragraph 1 the soil at the location must have a minimum bearing capacity of 2,500 PSI, unless otherwise stated elsewhere in this contract or in the appropriate Attachment. If required by the local jurisdiction in which the Building is to be installed, Buyer is required to provide evidence of the bearing capacity of the soil, it shall be the sole cost and responsibility of Buyer to obtain the necessary geological and engineering studies and certifications. In the event Seller is required to alter the manner of installation because of unsuitable bearing soil or other undisclosed conditions, Seller reserves the right to prepare and submit a Change Order comprised of the cost, plus overhead and profit of fifteen percent (15%) thereon. It shall be the responsibility of the Buyer, prior to contracting, to determine if the Location is suitable for placement of the Building. Seller has not done any independent investigation, or destructive testing to determine the suitability of the Location for the placement and installation of the Building.

3.2. Engineering and Permits: Buyer shall obtain and bear the cost of, any necessary drawings, plans, and building permits unless otherwise stated elsewhere in this contract or in the appropriate Attachment.

3.3. Excluded Items: Unless otherwise expressly set forth herein, or by Change Order, Seller shall not be responsible for any of the following items of work, even though such items of work may be necessary or attendant to the Work set forth herein: site excavation, site stake out or layout, site improvements (paving, curb and gutter, storm water management, etc), electrical connections, plumbing connections (water and waste), gas, relocation of existing utility lines, modifications to existing structures or equipment, any drawings or specifications not otherwise included, changes or alterations which may be required by any public body or by the Buyer, any other requirement not specifically set forth herein.

3.4. Additional Exclusions: Seller shall not be responsible for any undisclosed or subterranean conditions, removal of rock, dewatering of the Location, hazardous materials discovered at the Location and/or hazardous waste removal. Should Seller

discover any hazardous materials at the Location, Seller reserves the right to suspend performance of the Work until, in its reasonable opinion; it is safe for Seller to resume performance.

3.5. Special Notes:

Special Notes

The work to be performed and/or the contract terms and conditions are subject to the following "Special Conditions" and are incorporated by reference and made part of this Agreement hereof.

Insert Special Conditions

4. Documents:

Documents

Incorporated into this Agreement are the following documents:

Number	Title	Date	Pages

5. Drawings:

Documents

Incorporated into this Agreement are the following drawings:

Number	Title	Date	Pages

6. Contract Sale Price - Schedule of Values:

Contract Sale Price - Schedule of Values

The Purchase Price for the installed building is included in the Contract based on the following schedule of values exclusive of all applicable sales taxes:

Item	Description	Amount	Tax Group

Sub Total	
Sales Tax	
TOTAL CONTRACT AMOUNT	

6.1. Payment Terms:

Payment Terms

The Purchase Price, as amended from time to time, shall be payable as follows:

(i) Twenty Five Percent (25%) down @ contract signing, with the amount due of XXX ($XXX); and
(ii) Sixty Five Percent (65%) due at time of building delivery and acceptance, with the amount due of XXX ($XXX); and
(iii) Ten Percent (10%) due net 30-days from project completion, with the amount due of XXX ($XXX).

6.2. Taxes and Fees: Taxes are ***excluded*** from the Total Contract Value, unless expressly included in the Contract Sale Price set forth above. Buyer shall pay, or shall reimburse Seller for, any applicable taxes, licenses, title costs, and fees related to the Delivery and Installation of a Modular Building). If Buyer is tax exempt or a direct payment company, Buyer shall provide Seller with a valid copy of Buyer's tax exempt or direct payment certificate.

6.3. Contract Not Contingent Upon Funding: The parties acknowledge, and Buyer hereby warrants and represents to Seller, and those third parties dealing with Seller, that it has sufficient funds approved and in place to remit immediate payment of the Purchase Price, as set forth in Paragraph 6 and Paragraph 6.1 hereof, as well as any approved Change Orders upon execution of this Agreement. To the extent Buyer is obtaining third party financing, performance under this Agreement is not conditioned upon approval for such financing and/or receipt of funds thereunder.

EXAMPLE

7. Change Orders: Seller and Buyer must agree in writing to any modification, deletion or addition to the Work covered by the Agreement, with such writing to be referred to as a "Change Order". It is understood that any work items, material or labor furnished by Seller which are not specifically described in this Agreement, are not included in the Purchase Price and shall be deemed extra work. Prior to Seller performing any extra work, crediting Seller for work not performed, all such changes in the Work shall be authorized by Buyer via a signed Change Order. The Seller shall not be obligated to perform any additional work, or extend any credit, until such time as the Change Order has been signed by both parties. The Change Order shall include the changes in the Scope of Work or Specification, the adjustments to the Purchase Price and any revisions to the Project Schedule. Any Change Order issued pursuant to this Agreement shall be governed by the applicable terms and conditions of this Agreement unless otherwise stated. Any Change Order increasing the Purchase Price shall be paid by Buyer as a line item and billed to the Buyer in accordance with the terms set forth in the Change Order, unless no terms of payment are set forth in the Change Order, in which case payment is due upon completion of Seller's work.

7.1. Seller's Right to Suspend Work Pending Execution of Change Order: Seller shall have the right to suspend performance of the Work until such time as any necessary Change Order is executed by Buyer, unless the said Change Order pertains to a credit to be given to Buyer for unperformed work, in which case Seller shall not be permitted to suspend performance of the Work.

8. Title and Lien Releases: The Parties expressly agree that title to the Building shall pass from Seller to Buyer only upon payment in full of the Total Contract Value and any Change Order(s). Upon payment in full Seller shall provide and execute in favor of Buyer, a Certificate of Origin or Bill of Sale, transferring title of the Building to the Buyer, free and clear from all encumbrances. Documents of title, as available to Seller, related to the Building will be provided to Buyer thirty (30) days after payment of all sums. At the request of Seller and upon full payment of all sums due, Buyer shall provide a final lien release and waiver.

9. Estimated Performance Dates:

Estimated Performance Dates

Work shall commence upon full execution of this contract and the estimated performance dates are noted below, provided the timely receipt by Seller of Buyer's notice to proceed.

Insert Performance Dates

10. Delays: Seller shall not be responsible for any damages, penalties or expenses resulting, or alleged to result, from any delay in the performance of any work hereunder. The time for performance under this Agreement shall be automatically extended in the event, or as a result, of any: (i) acts or omissions of Buyer, its agents or representatives; (ii) acts of God, fires, strikes, labor disputes, lockouts, riots or civil disturbances; (iii) acts or omission by any independent contractors; (iv) inclement weather; (v) war; (vi) unavailability of materials; (vii) procurement of governmental approvals or inspections; (viii) the discovery of any hazardous materials or unsuitable soils at the Location or (ix) any other cause beyond the reasonable control of Seller or its agents (hereinafter "Excusable Delay"). To the extent any Excusable Delay is encountered during the course of performing the Work, Seller retains the right to extend the date of completion as necessary, without penalty or offset.

11. Inspection and Acceptance: Buyer or its agents shall inspect the Building and work performed hereunder within forty-eight (48) hours after notification of completion by Seller and pick-up by Buyer. Within seven (7) days after inspection, Buyer shall furnish a written list to Seller specifying any defects, deficiencies and/or incomplete items and the requested corrective work, if any (hereinafter "Punch List"). The Punch List work shall be timely performed and Buyer shall not withhold any payment pending completion of the Punch List work unless otherwise agreed in writing. If Buyer does not provide a Punch List within seven (7) days following notification of completion, it shall be conclusively determined that Buyer has inspected the Building and related work hereunder, and that the Building and all work has been accepted by the Buyer and that all work is in conformance with this Agreement.

12. Warranty: Seller hereby warrants to Buyer that at the time of installation Seller has good and marketable title to the Building, free and clear of all liens and encumbrances arising by or through the Seller. Additionally, Seller warrants to the Buyer that all materials and equipment incorporated in the building, under this agreement, will be of good quality and new unless otherwise required or permitted by this Agreement, and free from defects for a period of one (1) year from date of completion of Seller's Work. Additionally, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty stipulations and time period(s). During the warranty period, Seller and/or manufacturer shall repair or replace all defective parts of the Building which are covered under Manufacturer's/Seller's warranty, excluding maintenance items such as light bulbs, fuses, breakers, and HVAC filters. Seller's warranty excludes liability for failures resulting from or cause by modifications not performed by Seller, abuse, improper or insufficient maintenance, improper operation, normal though excessive use, or use of the Building for a purpose for which it was not intended or other misuse. Seller hall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Building or any other factor, except for the warranty specifically provided herein. To the fullest extent permitted by applicable laws, Seller disclaims any and all warranties.

13. Indemnification and Risk of Loss: Upon completion of Seller's installation of the Building, all risk of loss or damage to the Building passes from Seller to Buyer. Additionally, Buyer hereby specifically indemnifies Seller anc agrees to defend and hold Seller

harmless from any and all losses, claims, liabilities, damages, fines, penalties, costs and expenses (including attorneys' fees and investigative cost), as a result of any actions, claims, or demands arising out of this Agreement or related to the Building.

14. Insurance: While performing the Work at Buyer' site, Seller shall provide evidence of the following minimum insurance coverage:

14.1. Commercial General Liability, with minimum limits as listed below *:

General Aggregate: $3,000,000.00 Products-Completed Operations Aggregate: $3,000,000.00
Personal & Advertising Injury: $1,000,000.00 Each Occurrence: $1,000,000.00

* Buyer shall be named as an additional insured on the insurance Certificate, when required.

14.2. Business Auto Liability Coverage with combined single limit of $1,000,000 covering non-owned and hired autos.

14.3. Excessive Liability (Umbrella Coverage), with minimum limits as listed below:

Umbrella Each Occurrence: $1,000,000.00 Umbrella Aggregate: $1,000,000.00

14.4. Workers Compensation & Employer's Liability of $500,000.00 for each occurrence, Disease - Policy Limit of $500,000.00 and Disease - Each Employee of $500,000.00.

14.5. Upon Buyer's request, Seller shall furnish evidence of insurance to Buyer, stating the above minimum limits of coverage, on the Standard Form, prior to commencement of any work by Seller at Buyer's site. Buyer's carrier is required to have an A.M. Best Rating of "A-"or better.

15. Default by Buyer: If Buyer fails to comply with any of its obligations hereunder, including, but not limited to those obligations set forth in Paragraphs 6 and 7 hereof, then such failure shall constitute a default (hereinafter "Default"). Upon the occurrence of a Default, after five (5) days written demand to cure, Seller may do one or more of the following: (i) immediately suspend the performance of Work under this Agreement; (ii) terminate this Agreement and retain all sums paid through the date of termination; (iii) repossess the Building or any part of the building, (iv) bring an action against the Buyer for breach of this Agreement and any loss due to the default and (v) exercise any and all rights and remedies available at law or in equity. In the event Seller shall enlist the services of an attorney in connection with addressing or curing any Default, Buyer agrees to be responsible for the payment of all costs and expenses, including reasonable fees and expert witness expenses, incurred in that regard.

16. Default by Seller: If the Seller defaults on its Work, the Buyer hereby agrees that its damages shall consist of, and be limited to, the return to Buyer of any unearned amount of the Purchase Price for the Building. Upon the tender of the unearned portion of the Purchase Price Seller shall have no further liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Building or the default in performance under this Agreement.

17. Assignment by Buyer: Buyer shall not assign, transfer or pledge, or hypothecate its rights or obligations to this Agreement or any part hereof without the prior written consent of Seller.

18. Assignment by Seller: Seller may from time to time, collaterally assign this Agreement for the purpose of financing.

19. Personal Property: Buyer agrees that the Work shall at all times be considered to be personal property and shall not constitute a fixture or become part of the real property upon which the Work is installed ("Premises"). Buyer agrees that Seller, and/or its designee may remove the Work from the Premises at all reasonable times, and Buyer will give Seller, and/or its designee not less than sixty (60) days written notice if Seller, and/or its designee shall be required to remove the Work.

20. Miscellaneous: This Agreement shall be binding upon the parties, their successors and assigns. It is expressly agreed between the parties hereto that this is the final integrated Agreement, saving and excepting any Change Order(s), by and between them, and that no other agreements, express or implied, oral or written, limiting, qualifying or modifying the terms of this Agreement. Any subsequent modification or additions to this Agreement must be in writing and signed by the parties hereto and no oral representations prior or subsequent shall be binding upon the parties hereto, unless reduced to writing and signed by said parties.

20.1. Authority to Bind: Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate actions, and that the person signing below has authority to bind the respective party to this Agreement.

20.2. Governing Law and Venue: The terms and conditions of this Agreement shall be governed by and according to the laws of the State of Maryland, without regard to any statutes or interpretive rules addressing conflicts in laws between differing states. The parties further agree that the venue for any dispute relating to or arising from this Agreement shall lie within the appropriate court sitting in Harford County Maryland, unless such other venue shall be deemed more convenient by Seller. Additionally, Buyer hereby waives any and all defenses of sovereign immunity.

20.3. **Execution by Electronic Means:** This Agreement may be validly executed by electronic means, facsimile transmittal, and authorized signature stamp and in counter parts. Either party may rely on the electronically transmitted or stamped signature of the other to this Agreement and/or any Change Order(s) hereto. Any such signature shall be treated as an original signature for all purposes.

IN WITNESS WHEREOF, the parties have duly caused this Agreement to be executed the day and year first above, or below, written.

For Modular Genius:

Signed By: _____ Printed Name: _____

Title: _____ Date: _____

Acceptance of Contract by Buyer:

The above contract terms are satisfactory and hereby accepted.

Signed By: _____ Printed Name: _____

Title: _____ Date: _____

EXAMPLE

Modular Genius

Modular Building Floor Plans

SIN Number	Product Name	Model Number	Description					
361-10E: Sale of Modular Buildings								
Education Use								
361-10E	Right End	E-66-RE	14	X	66	=	924	SF
361-10E	Left End	E-66-LE	14	X	66	=	924	SF
361-10E	Center	E-66-C	14	X	66	=	924	SF
361-10E	Restroom Center	E-66-RRC	14	X	66	=	924	SF
361-10E	Restroom End	E-66-RRE	14	X	66	=	924	SF
361-10E	Office	E-66-O	14	X	66	=	924	SF
Business Use								
361-10E	Right End	B-60-RE	12	X	60	=	720	SF
361-10E	Left End	B-60-LE	12	X	60	=	720	SF
361-10E	Center	B-60-C	12	X	60	=	720	SF
361-10E	Restroom1	B-60-RR1	12	X	60	=	720	SF
361-10E	Restroom2	B-60-RR2	12	X	60	=	720	SF
Assembly Use								
361-10E	Right End	A-60-RE	12	X	60	=	720	SF
361-10E	Left End	A-60-LE	12	X	60	=	720	SF
361-10E	Center	A-60-C	12	X	60	=	720	SF
361-10E	Restroom1	A-60-RR1	12	X	60	=	720	SF
361-10E	Restroom2	A-60-RR2	12	X	60	=	720	SF
Residential / Dormitory Use								
361-10E	Right End	R-48-RE	12	X	48	=	576	SF
361-10E	Left End	R-48-LE	12	X	48	=	576	SF
361-10E	Center	R-48-C	12	X	48	=	576	SF
361-10E	Center with Restroom	R-48-CR	12	X	48	=	576	SF
361-10E	Center Open	R-48-CO	12	X	48	=	576	SF
361-10E	Kitchen Laundry	R-48-KL	12	X	48	=	576	SF
361-10E	Restroom1	R-48-RR1	12	X	48	=	576	SF
361-10E	Restroom2	R-48-RR2	12	X	48	=	576	SF

Modular building floor plans are sections of a building which will be assembled to form a floor plan. Additional interior / exterior / sq ft configurations available by adding options.

Specifications For Modular Building Floor Plans

Codes

Roof load:	per state
Floor load:	per use group
Wind speed:	per state
Seismic	per state
Use groups:	B-Business, E- Education, A- Assembly, R2 – Residential / Dormitory
Const. type:	VB
State Approval:	per IBC state codes

Chassis:	Perimeter
Frame:	12" Main beams w/Cross members @ 48" oc spacing
Hitch:	Bolt on removable
Axles / Tires:	As required

Floor:

Bottom:	1 Mil Cross-woven polypropylene fabric under bottom of modular
Insulation:	per state Un-faced F/G
Joists:	2 x 6 @ 16" oc Longitudinal
Decking:	Double layer 3/4" T&G OSB underlayment (Advantech), held back 11"
Finish:	1/8" Vinyl tile (12" x 12"), Armstrong or equal in restrooms
Finish:	26oz Commercial carpet, Shaw "Ambition" or equal

Exterior Walls:

Studs:	2 x 4 #2 SPF @ 16"oc, 8'-6" high
Interior:	1/2" Gypsum
Covering:	Vinyl covering over gypsum
Insulation:	per state Kraft faced F/G Batts
Exterior:	High rib steel siding and skirting based on 36" high skirt
Trim:	High rib steel trim @ top, bottom, corners, & around doors and windows
Sheathing:	7/16" OSB w/House wrap

Interior Walls:

Studs:	2 x 3 @ 16" oc, 8'-0" high 2 x 4 @ 16"oc, 8'-0" high
Interior:	1/2" Gypsum
Covering:	Vinyl covering over gypsum
Insulation:	per state Un-faced F/G in all partitions

Interior Trim:

Base:	4" Vinyl cove base, except 6" Vinyl cove base in bathroom (Armstrong or equal)
Corner:	Vinyl covered battens
Ceiling/Wall:	"White" Suspended ceiling wall angle

Roof:

Mate line:	(1) Layer 1-1/2", 2.0 LVL (Max span 30'-0")
Rafters:	2 x 8 Roof rafters @ 16" oc spacing
Ceiling:	2 x 4 Acoustic suspended ceiling, USG "Radar or equal" tiles (Class 'A')
Grid:	Donn DX Ceiling grid - USG
Insulation:	per region Un-faced F/G Batts
Sheathing:	7/16" OSB w/ 1/4" Dens Deck
Roofing:	.045 EPDM Rubber roof "White" (Mule Hide or equal)
Mansard:	24" all 4 sides with 1 ½" on side walls and 24"on ends
Gutter	Concealed in mansard with roof drains leading to downspout which are shipped loose for site install
Exhaust:	none

Windows:

Size/Qty:	3/0 x 4/0
Type:	"White" vinyl framed single hung vertical slider, Silverline #1400 series or equal w/Fiberglass insect screens
Glazing:	"LOW E" double insulated glass
Trim:	Vinyl covered wood return & casing
Blinds:	1" Vinyl mini blinds

Interior Doors:

Size/Type:	3/0 x 6/8 Solid core pre-finished woodgrain, Ceco or equal (20 Minute rated) w/Painted steel frames, Timely or equal
Hardware:	4.5" x 4.5" Spring hinges
Levers	Passage lever sets, Tell (US26d Finish or equal) Keyed entry lever set , Schlage compatible Tell lockset (US26d Finish or equal) Floor mounted doorstops

Exterior Doors:

Size/Qty:	3/0 x 6/8
Type:	Pre-hung 20ga Commercial steel door w/18ga steel frame
Hardware:	4.5" x 4.5" NRP ball bearing hinges 5" x 20" Vision Panels
Closer	Door Closer, Tell #12641 (Grade 2) or equal
Panic Bar	Panic hardware, Tell #8300BE (Grade 2) or equal Exterior keyed lever trim, Tell #CTL881C (Grade 2) or equal

Weather-stripping
Aluminum threshold
Aluminum drip cap

HVAC:

Equipment:	Wall mounted central HVAC unit w/15kw Electric heat strips per module.
Supply:	F/G in ceiling w/24" x 24" Grid mounted adjustable diffusers
Return:	F/G in ceiling w/24" x 24" Grid mounted grilles
Exhaust:	150-cfm exhaust fan
Thermostat:	7-Day Programmable heat/cool per HVAC unit.

Plumbing

Supply:	Type 'L' copper pipe & fittings
Waste:	Schedule 40 PVC pipe & fittings
Water Heater:	Electric instant hot or Gallon tank type w/plastic water heater pan per floor plan
Lavatory:	ADA Accessible wall hung china, American Standard #0321.026
Electronic Faucet:	W/ a 4-3/4" (12.1 cm) spout, brass constructed, and electronic infrared sensor
Toilet:	Low Flow - ADA Accessible handicapped bowl tank type toilet, Gerber #21-728 w/open front seat or equal
	Elongated bowl tank type toilet, Gerber #21-762 w/open front seat or equal
Sink:	15" x 15" Stainless steel coffee bar sink w/8" gooseneck faucet
	24" x 24" Fiberglass service sink w/8" swivel faucet
Urinal:	Wall hung Zero Flush Waterless Urinal 24" or equal
Accessories:	Toilet paper holder (3) Single roll toilet paper holder
Mirror	18" x 30" Un-framed Mirror
Grab Bar	18" Stainless steel vertical grab bar, Bobrick #B5806-18
Grab Bar	36" Stainless steel grab bar, Bobrick #B5806-36
Grab Bar	42" Stainless steel grab bar, Bobrick #B5806-42
Steel urinal screen	Wall mounted enameled steel urinal screen
Partitions	Overhead braced enameled steel modesty partition
Partitions	Overhead braced enameled steel handicapped modesty partition

Electrical:

Service:	120/240V Single phase / 3 Wire
Panel:	main breaker per module, Cutler Hammer #BR1630B150PK or equal
Raceway:	Romex/MC cable, Per NEC Code (#12 AWG Minimum)
Lights:	2 x 4 Four-tube grid mounted fluorescent lights w/T-8 lamps
Ext Lights:	13W Fluorescent lights w/Battery back-up emergency feature @ exterior doors (Photocell controlled)
Receptacles:	120V/15A Duplex "White"
	120V/15A Duplex GFI "White"
	120V/15A under floor heat tape receptacle w/In use waterproof cover
	120V/15A GFI @ HVAC unit w/In use waterproof cover
Switch:	120V/15A "White" Toggle switch, as needed (Dual switched per IECC)

Sensor / Wall:	Wall Mounted occupancy sensor as needed
Exit/Emergency:	Dual head exit/emergency light w/ 90 Minute battery backup
Voice/Data:	Locations w/Single gang boxes and 1/2" flexible conduit to above ceiling for final wiring and equipment to be installed on site if option is selected

Electrical Continued:

Fire Alarm:	Locations w/Single gang metal boxes and 1/2" EMT conduit to above ceiling for final wiring and equipment to be installed on site if option is selected

Furniture:

Countertop:	laminate w/4" backsplash
Cabinets:	Light medium oak as follows:
	Sink base cabinet
	Base cabinet
	Wall cabinet
Boards:	4x4 cork
	4x12 marker
Closets:	wire shelf with coat rod
	Coat hooks

All mate line close up materials for roof / walls / floor / ceiling interior and exterior will be shipped loose with the building for site installation.

Sizes and quantities are per floor plans / building / energy codes.

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	A-60-RE
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	ASSEMBLY (A)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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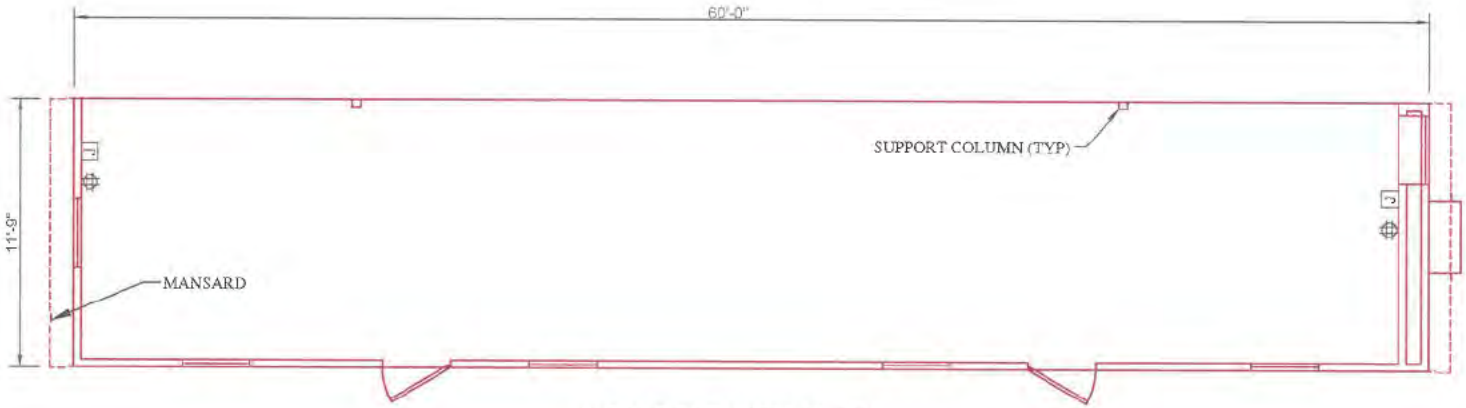

A-60-RE BUILDING PLAN
RIGHT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	A-60-LE
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	ASSEMBLY (A)

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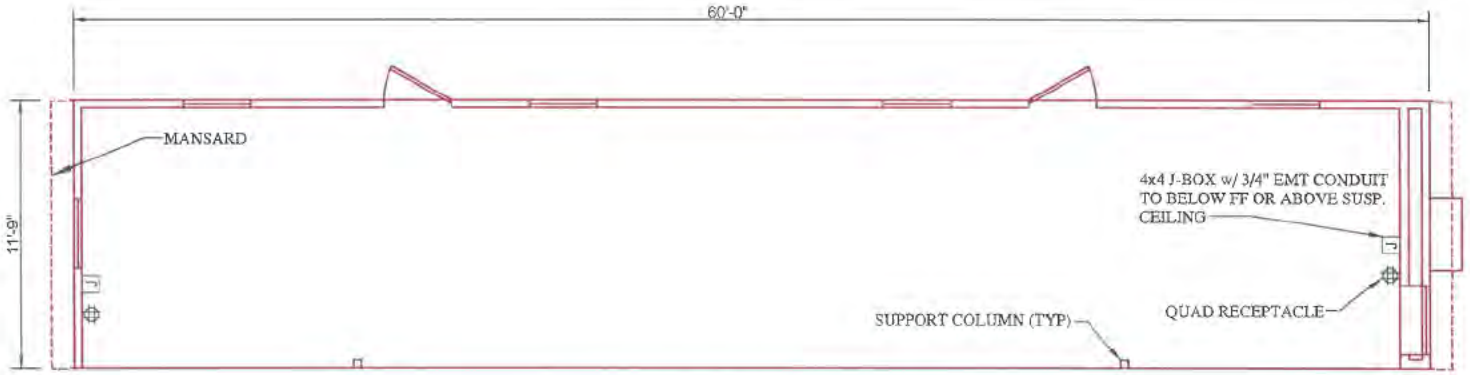

A-60-LE BUILDING PLAN
LEFT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	A-60-C
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	ASSEMBLY (A)

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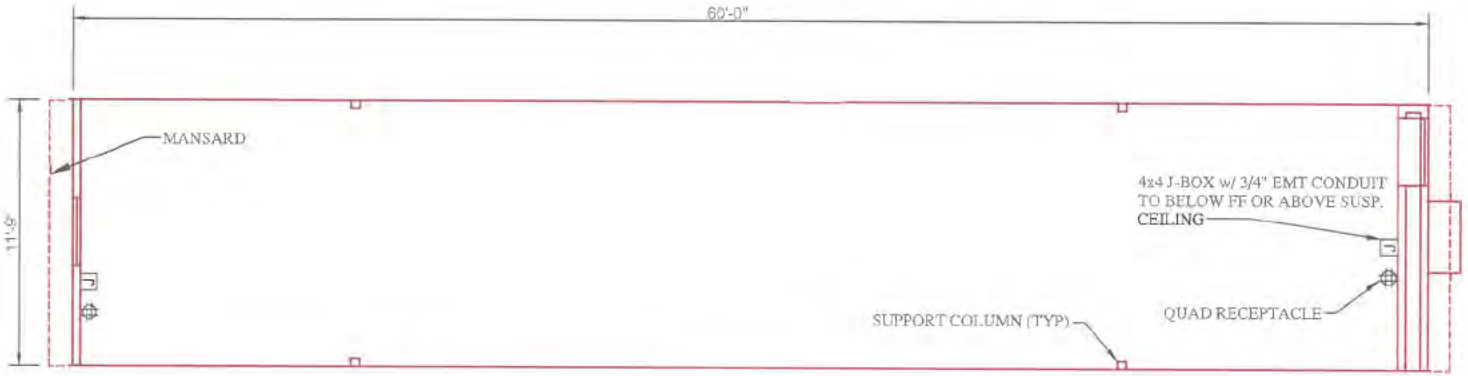

A-60-C BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	A-60-RR1
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	ASSEMBLY (A)

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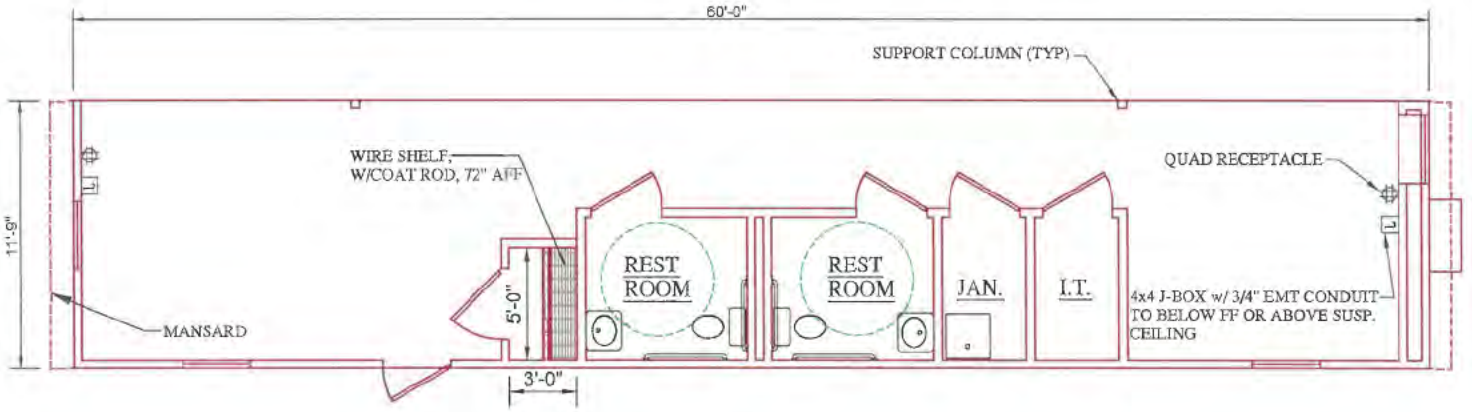

A-60-RR1 BUILDING PLAN
RIGHT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	A-60-RR2
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	ASSEMBLY (A)

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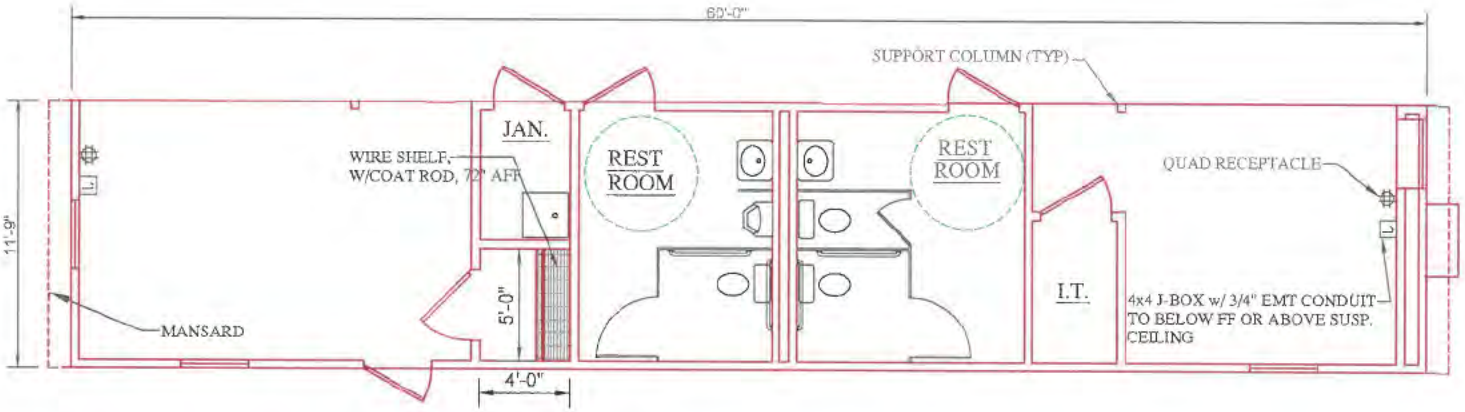

A-60-RR2 BUILDING PLAN
RIGHT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	E-66-RE
SQUARE FOOTAGE:	924 EACH
BUILDING USE:	EDUCATIONAL (E)

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GENERAL CODE INFORMATION:

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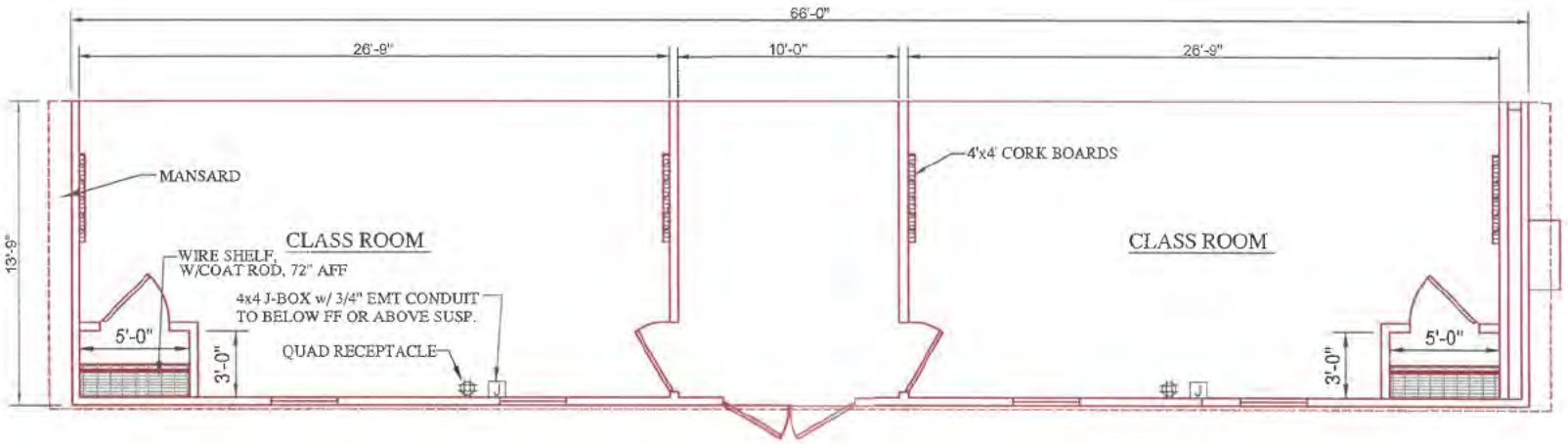

E-66-RE BUILDING PLAN
RIGHT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	E-66-LE
SQUARE FOOTAGE:	924 EACH
BUILDING USE:	EDUCATIONAL (E)

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GENERAL CODE INFORMATION:

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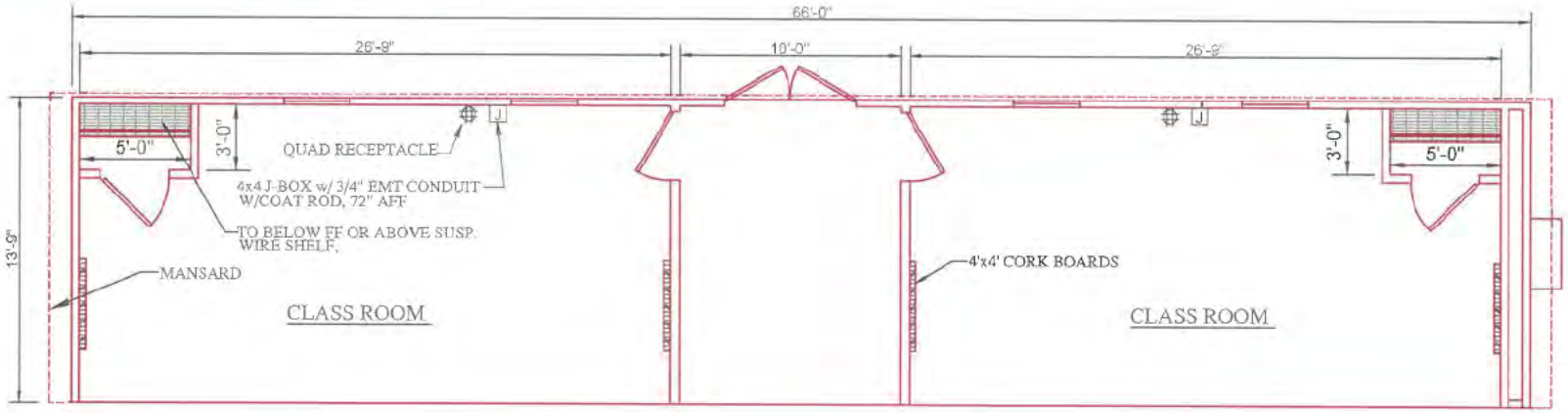

E-66-LE BUILDING PLAN
LEFT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	E-66-C
SQUARE FOOTAGE:	924 EACH
BUILDING USE:	EDUCATIONAL (E)

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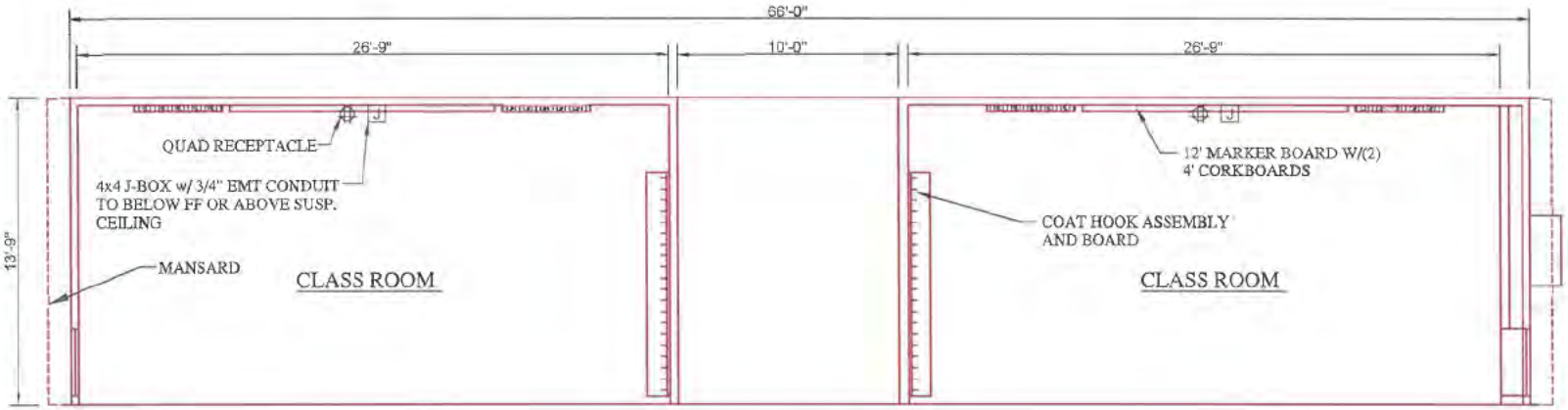

E-66-C BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	E-66-RRC
SQUARE FOOTAGE:	924 EACH
BUILDING USE:	EDUCATIONAL (E)

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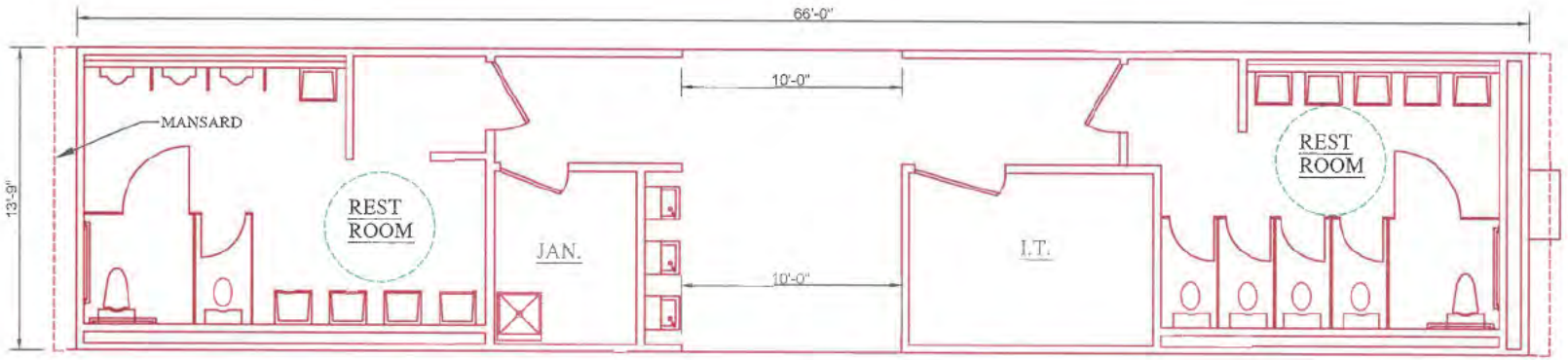

E-66-RRC BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	E-66-RRE
SQUARE FOOTAGE:	924 EACH
BUILDING USE:	BUISINESS (B)

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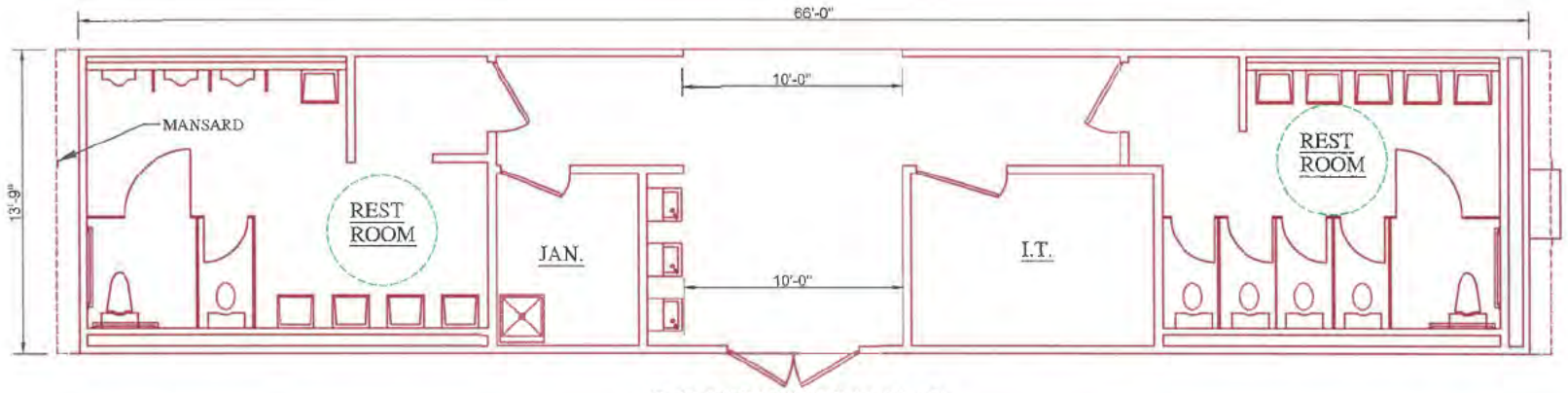

E-66-RRE BUILDING PLAN
END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	E-66-O
SQUARE FOOTAGE:	924 EACH
BUILDING USE:	BUISINESS (B)

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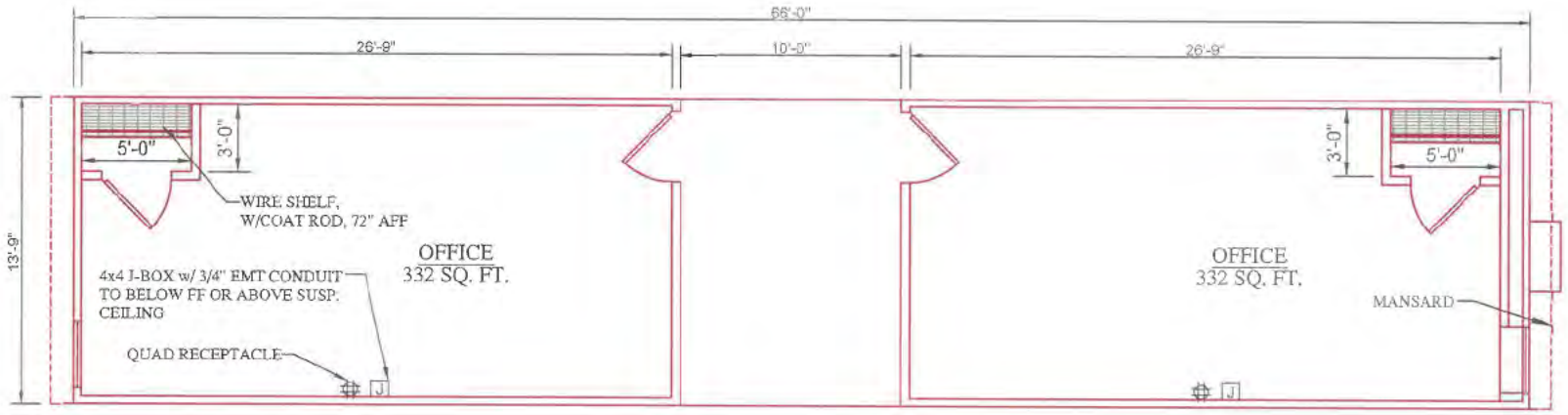

E-66-0 BUILDING PLAN

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-RE
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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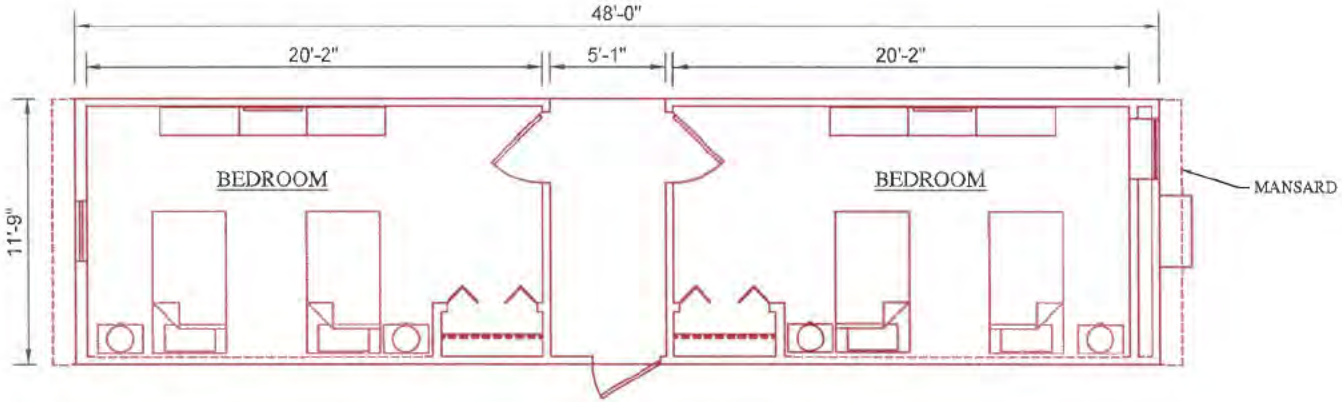

R-48-RE BUILDING PLAN
RIGHT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-LE
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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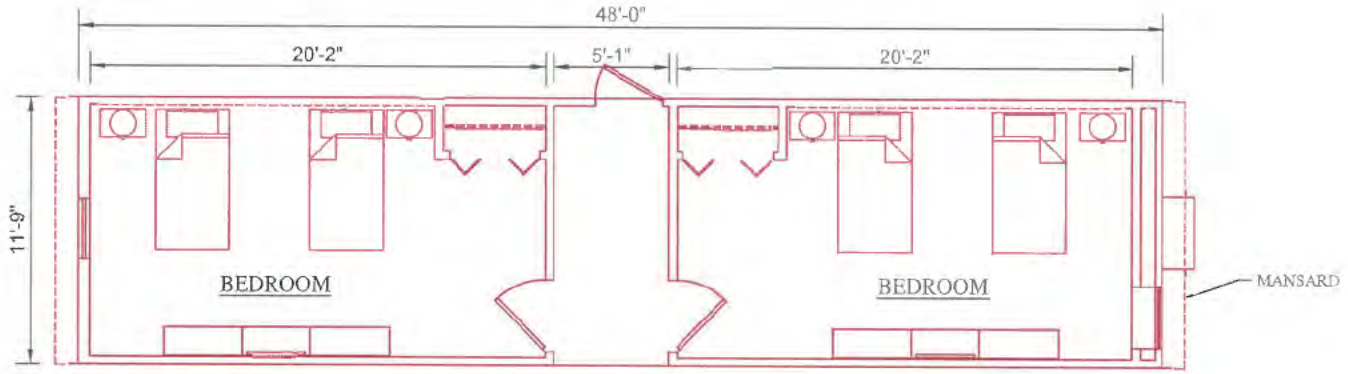

R-48-LE BUILDING PLAN
LEFT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-C
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

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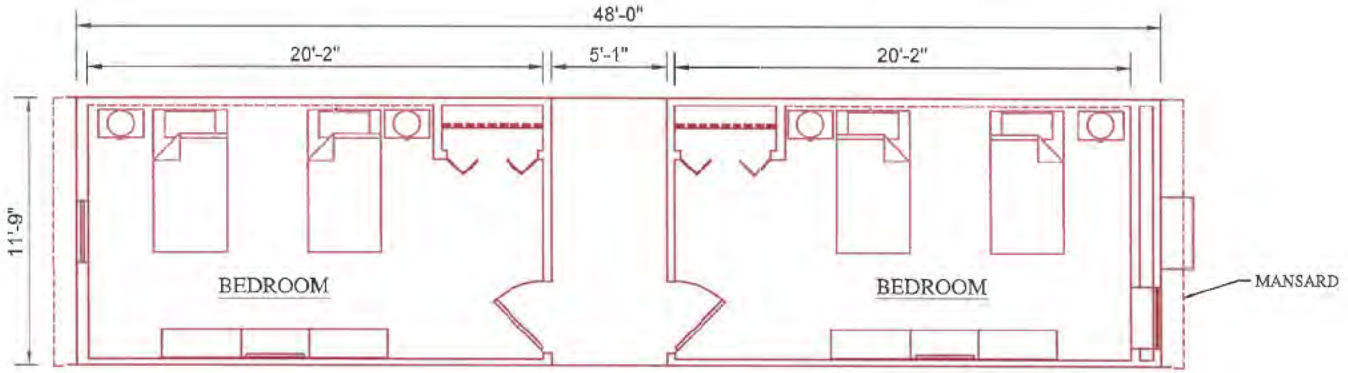

R-48-C BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-CR
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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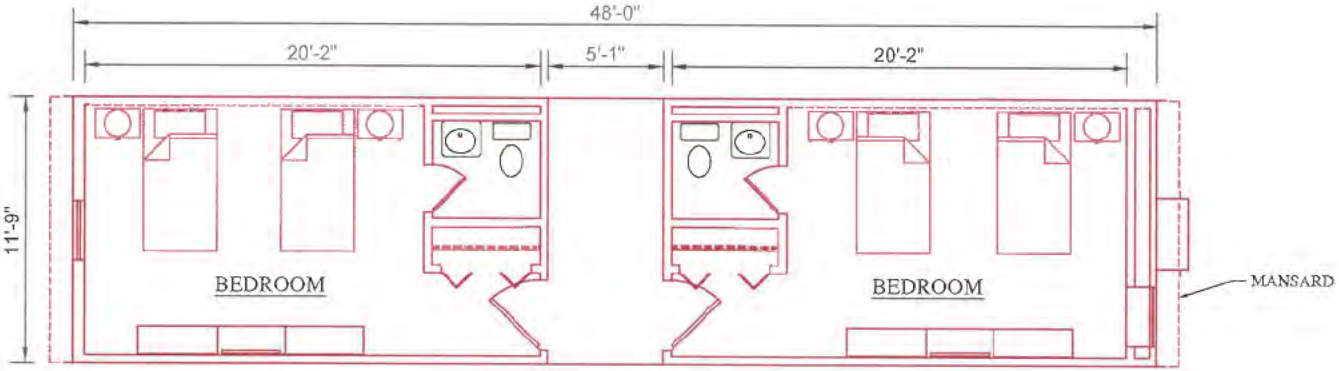

R-48-CR BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-CO
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

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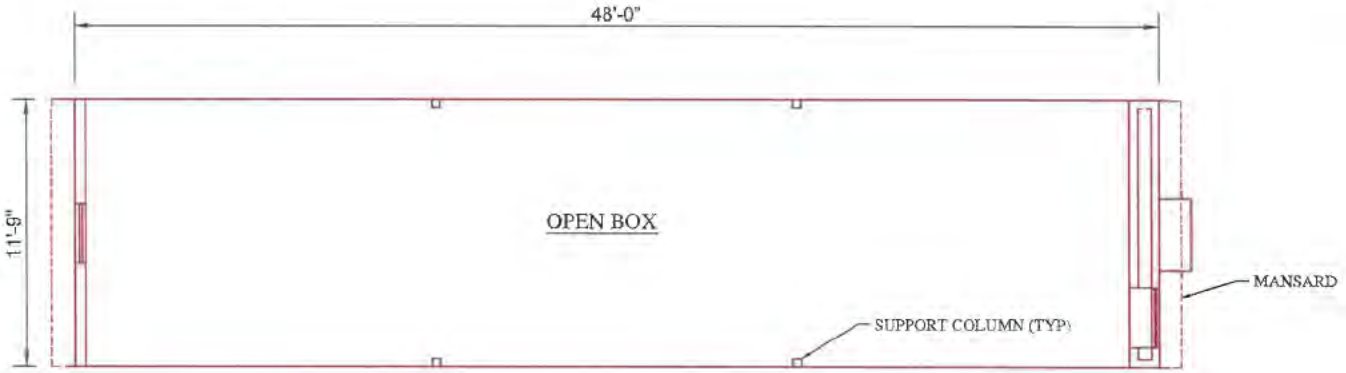

R-48-CO BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-KL
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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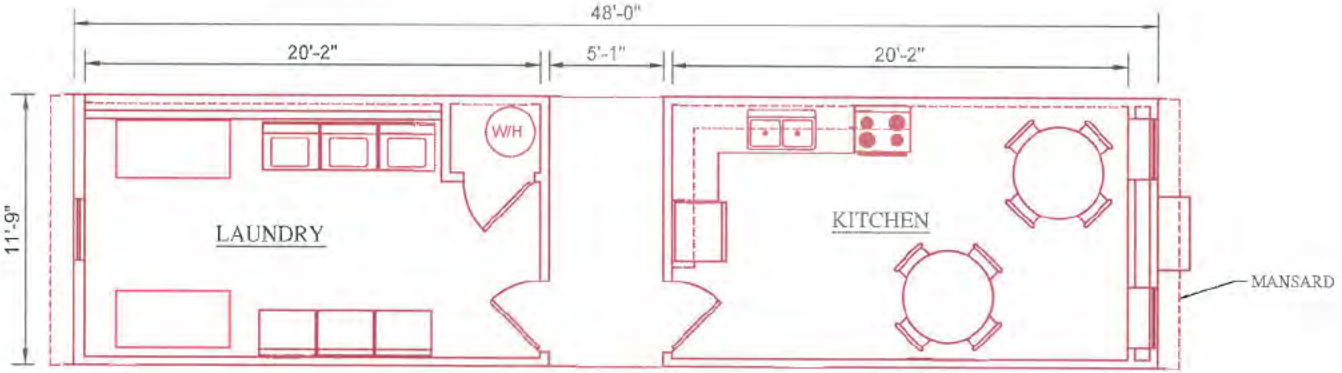

R-48-KL BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-RR1
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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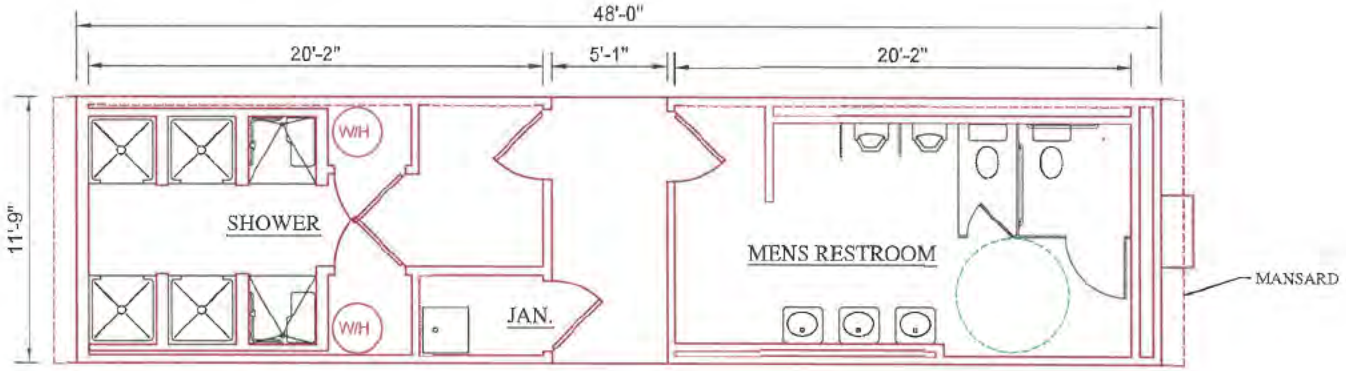

R-48-RR1 BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	R-48-RR2
SQUARE FOOTAGE:	576 EACH
BUILDING USE:	RESIDENTIAL (R)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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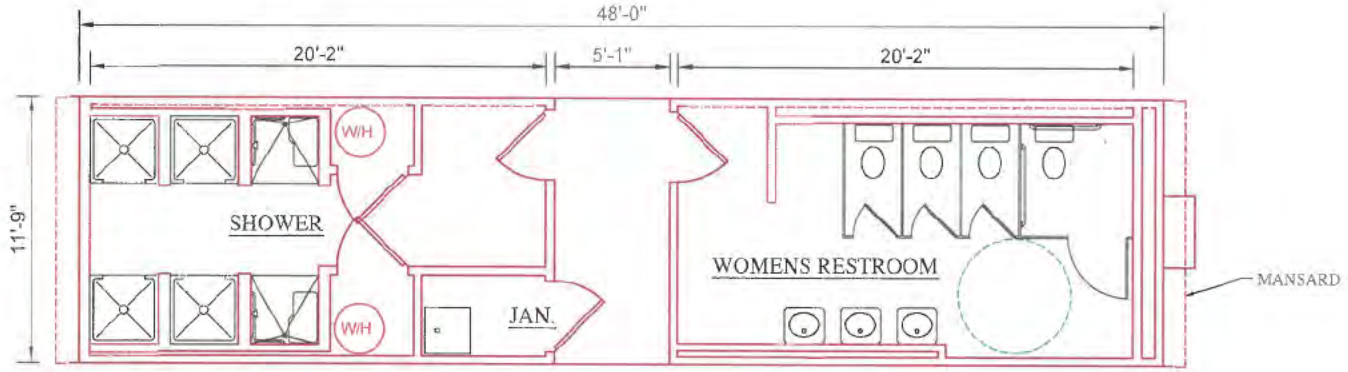

R-48-RR2 BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	B-60-RE
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	BUSINESS (B)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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B-60-RE BUILDING PLAN
RIGHT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	B-60-LE
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	BUSINESS (B)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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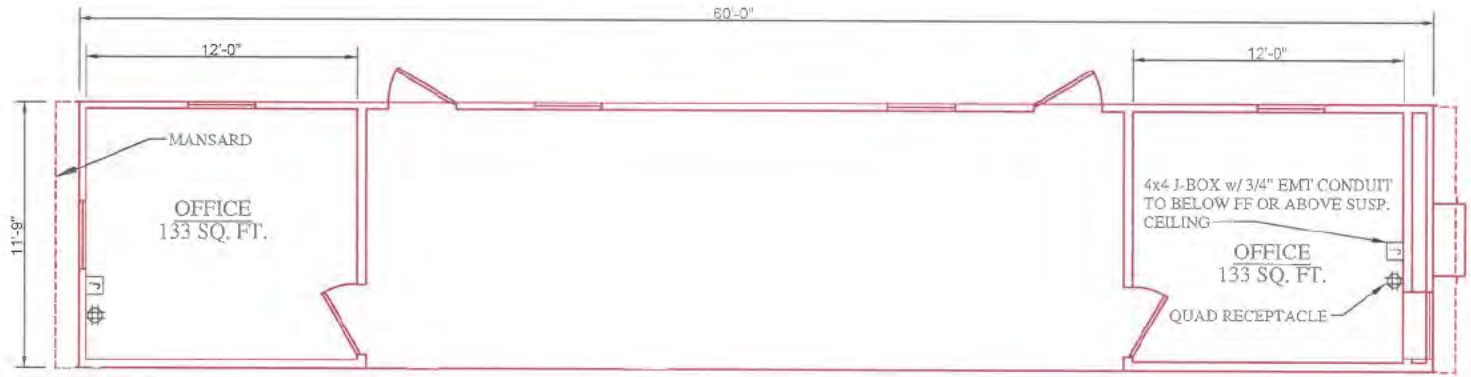

B-60-LE BUILDING PLAN
LEFT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	B-60-C
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	BUSINESS (B)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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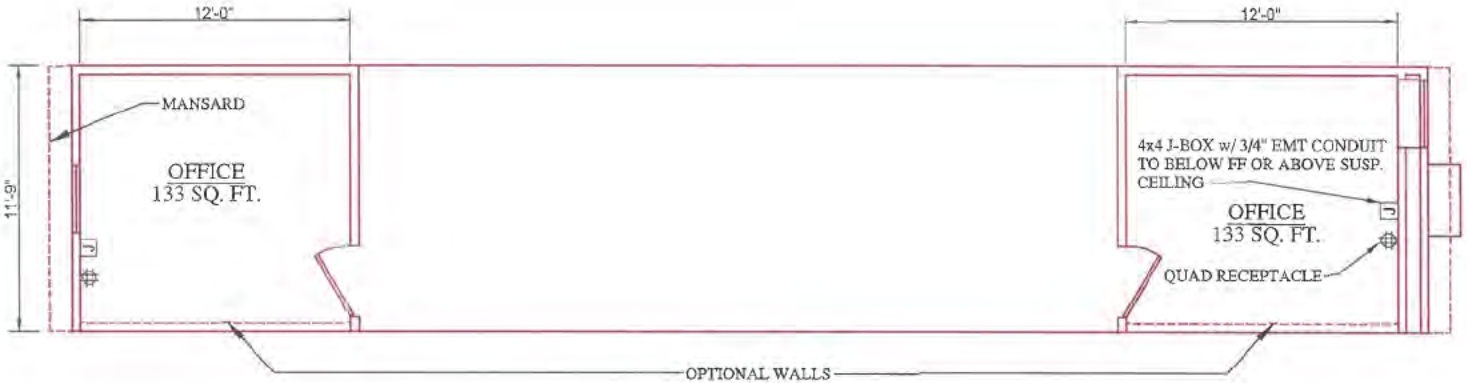

B-60-C BUILDING PLAN
CENTER

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	B-60-RR1
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	BUSINESS (B)

www.modulargenius.com
(888)420-1113

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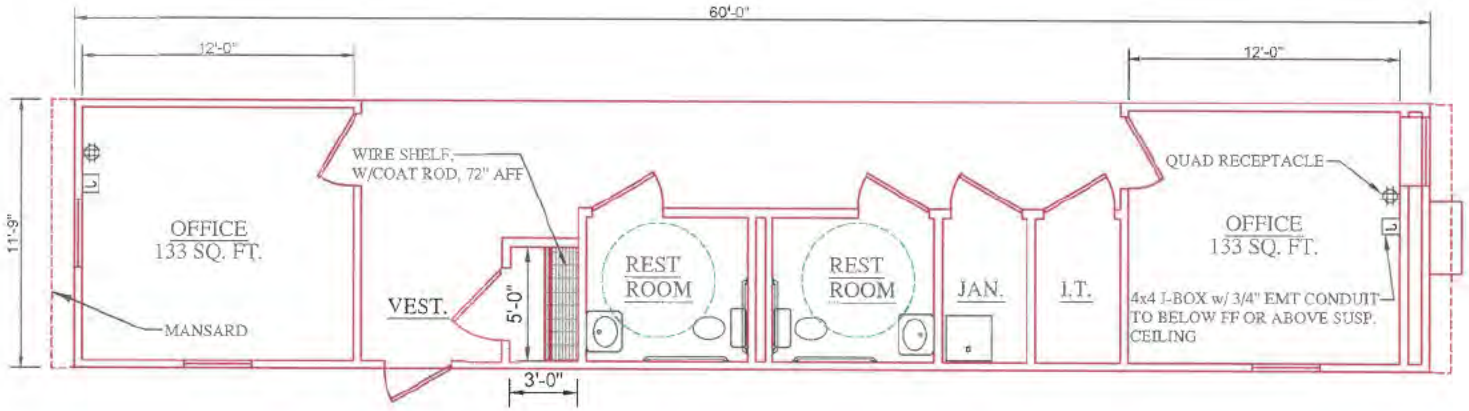

B-60-RR1 BUILDING PLAN
RIGHT END

MODULAR GENIUS

SMART BUILDING

GENERAL BUILDILNG INFORMATION:

PROJECT:	
BUILDING TYPE:	B-60-RR2
SQUARE FOOTAGE:	720 EACH
BUILDING USE:	BUSINESS (B)

www.modulargenius.com
(888)420-1113

GENERAL CODE INFORMATION:

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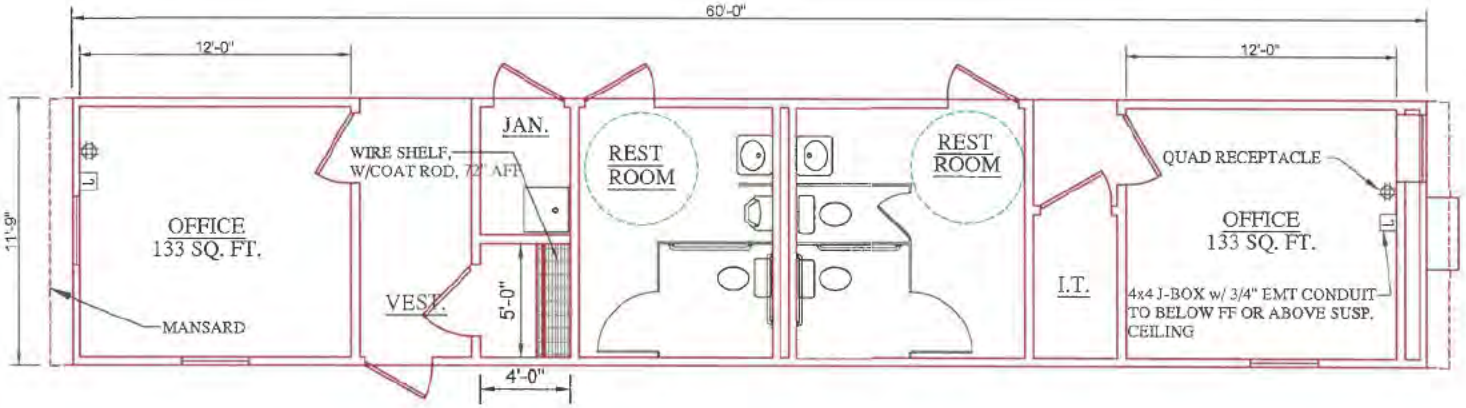

B-60-RR2 BUILDING PLAN
RIGHT END

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# CMB-1108

Modular Building Systems & Storage Containers

02/10/2021

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# CMB-1108

Issue Date: **02/10/2021**

Title: **Modular Building Systems & Storage Containers**

Issuing Agency: **Commonwealth of Virginia**
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 11, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: **Chris Beahm**, Buyer Senior, Procurement Services, beahmcm@jmu.edu; 540-568-3002; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____

_____

_____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____ Title: _____

Web Address: _____ Phone: _____

Email: _____ Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; ☐ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # CMB-1108

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A. Offeror Data Sheet
B. SWaM Utilization Plan
C. Sample of Standard Contract
D. Zone Map

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide modular building systems and shipping container solutions for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

This Request for Proposal (RFP) is part of a competitive procurement process which allows for negotiation of goods and services. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation used in this case should not be confused with the process used in competitive sealed bidding.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: http://www.jmu.edu.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its Members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.
The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University seeks to find contractors with expertise in both sales and rentals of Modular Building Systems and Storage/Shipping Containers. Vendors may provide one or both of the requested products.

Modular Building Systems

A. James Madison University seeks to contract for the services of modular building vendor(s) with expertise in all phases of the work associated with the design modification, construction, site preparation, transportation and installation of a turn-key modular building. The work may

include, but is not limited to, modular building construction, pre-construction design modification, site design and preparation, permitting, modular transportation, installation, tenant improvement and commissioning of the modular building.

B. Contractor shall have offices located within the State of Virginia.

C. Contractor shall have a Virginia Class A Contractor's License is required. Include a copy of Virginia Class A License within proposal.

D. Contractor shall prove ability to be bonded. Include a letter from insurance company showing proof of
bonding ability.

E. Contractor shall have an in-house project manager. Project manager shall have a minimum of 10-30 hours of OSHA training.

F. All subcontractors must be approved by the Agency's project manager.

G. Contractor shall warrant the work, and supply written verification of warranty to the project manager. Warranty requirements shall be provided by the Agency on a per project basis for consideration in each proposal.

H. Contractor shall comply with all applicable federal, state, local and Agency regulations in the performance of this work.

I. Contractor shall have sufficient resources to be able to work multiple projects at the same time.

J. Contractor shall provide Agency with all project design documents to include foundation and site work when required by the Agency. Agency will submit to DEB for review. Contractor shall make requested changes as many times as required to obtain DEB approval. Agencies that are not required to go through DEB, documents shall be reviewed by the proper authorities having jurisdiction.

K. Contractor shall show proof of experience in working with DEB.

Storage/Shipping Containers

A. The contractor(s) shall provide all labor supervision, equipment, tools, parts, and materials, as necessary, to Agency or Authorized Representative for moving or storage services as outlined below.

B. Contractor shall be able to meet the needs for any and all storage containers, not limited to stationary and portable storage.

C. Provide moving and/or on-site storage of goods on interstate, intrastate, or local transportation basis and in-transit storage.

D. Contractor's employees shall conduct themselves in a professional manner and be respectful to all Agency personnel or associates they interact with.

E. Contractor shall arrive with any and all of the proper equipment required to perform required services.

F. Contractor shall provide information and services to Agency or Authorize Agency representative, including but not limited to packing, moving, in-transit storage, on-site storage, unpacking, insurance of any stored or transported material, and discarding of any and all debris.

G. Contractor shall provide an estimate to the Agency prior to beginning services for approval. If approved the Agency will issue an eVA purchase order to Contractor.

H. Contractor shall provide or assist in arranging supplemental services relating to the move or storage of goods.

I. Contractor shall have current permits and licenses required to provide any and all services described.

DESCRIBE STATEMENTS: ***Be sure to address the following statements within proposal.***

1. Describe Contractor's ability to provide services for all phases of modular construction. Phases include, but not limited to, financing (lease, rent or purchase), pre-construction/site work, permitting, installation, building design, construction, tenant improvement, and commissioning of modular buildings.

2. Describe Contractor's ability to service any location within the State of Virginia. If your proposal is limited by geography, please identify the particular regions you propose to provide goods and services in.

3. Fully describe the qualifications, capabilities, and experience of your firm, in providing the requested services, to include the size of the company, and number of employees.

4. Provide an organizational chart indicating each individual and their position that will be associated with this contract. Also indicate each representative's name and contact information that will be responsible for each region in the State of Virginia.

5. Provide a statement that indicates whether or not your firm has been subject to OSHA inspections by State and/or Federal agencies, and the results of these inspections, including citations, if any.

6. Provide information regarding any contract than an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison

University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

    a. **One (1) original** and **one (1) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

    b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

    c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information form this redacted copy.

    No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

    a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

    b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

    c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

		Points
1.	Quality of products/services offered and suitability for intended purposes	25
2.	Qualifications and experience of Offeror in providing the goods/services	25
3.	Specific plans or methodology to be used to perform the services	20
4.	Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5.	Cost	20
		100

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been

conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(§6 of the Rules Governing Procurement*).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECENDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at http://www.jmu.edu/procurement) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: $100,000

3. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.*)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the

Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

   a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

   b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. [**NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.**]

AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation. [**NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.**]

BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. [**NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.**]

VIII. SPECIAL TERMS AND CONDITIONS

A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror | Due Date | Time

Street or Box No. | RFP #

City, State, Zip Code | RFP Title

Name of Purchasing Officer:

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**.

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:
http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Pricing shall include a base list rate and a discounted rate for Agencies. Pricing shall include any additional set-up, moving, miscellaneous pricing or fees.
Describe all of your company's products and the pricing associated with those products. Pricing will be used as a basis for review. Agencies will be required to contact the awarded vendor with specification/requirements for a thorough estimate.

EXAMPLE: Modular Building Systems

Building Size	List Rate	Discounted Rate
12 X 40 Ft. Building	$	$

EXAMPLE: Storage/Shipping Containers

Container Size	List Rate	Discounted Rate
40 Ft. Container	$	$

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to https://usa.visa.com/support/small-business/regulations-fees.html and for questions https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf .

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years_____ Months_____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

_____

_____

_____

_____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [ ] NO
   IF YES, EXPLAIN:_____

_____

_____

_____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____ Date Form Completed:_____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm	Address	Contact Person/No.
_____	_____	_____

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

This contract entered into this_____day of_____20____,by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposals dated _____:
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) List each addendum that may be issued

(3) The Contractor's Proposal dated _____and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By:_____ (Signature)	By:_____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
Title:_____	Title:_____

SAMPLE

ATTACHMENT D

Zone Map

Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1	**Zone 2**	**Zone 3**
George Mason University (Fairfax)	James Madison University (Harrisonburg)	University of Virginia (Charlottesville)
Zone 4	**Zone 5**	**Zone 6**
University of Mary Washington (Fredericksburg)	College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	Virginia Commonwealth University (Richmond)
Zone 7	**Zone 8**	**Zone 9**
Longwood University (Farmville)	Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	University of Virginia - Wise (Wise)