



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6022

This contract entered into this 3rd day of May, 2021, by Vanguard Modular Building Systems, LLC 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 3/11/2021 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:
By: Carl R. Bennett
(Signature)

Carl R. Bennett
(Printed Name)

Title: Attorney-In-Fact

PURCHASING AGENCY:
By: Chris Beahm
(Signature)

CHRIS BEAHM
(Printed Name)

Title: SENIOR BUYER



Negotiation Summary

4/29/2021

1. Contact information for Vanguard, Inc.:
Name: Kemp Norman
Phone - Office (804) 423-7522 Cell (804) 441-2040
Email – knorman@vanguardmodular.com
2. Vanguard shall agree to the annual increase amount to be based on the CPI-W scale per renewal.
3. There will be no fee for payment with Credit Card. Credit Card payment is the preferred method of payment for JMU. Any processing fee identified in your proposal will be waived.
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 Vanguard have an agreement, UCPJMU6022 dated May 3rd 2021 (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Therefore, the University and Vanguard 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. Vanguard 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;

Date: 4/29/2021



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 Vanguards 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:

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

modular project

PROPOSAL

March 11, 2021

JMU RFP: CMB-1108



Harrisonburg, VA

Vanguard Modular Building Systems, LLC
717 Constitution Drive | Suite 100 | Exton, PA | 19341
(877) 438-8627 | VanguardModular.com | info@vanguardmodular.com





March 11, 2021

Chris Beahm

VCCO, Senior Buyer James Madison University Procurement Services

752 Ott Street (MSC 5720)

Wine-Price Hall, Suite 1041 | Harrisonburg, VA 22807

RE: JMU RFP: CMB-1108

Dear Chris,

We are pleased to provide our qualifications and pricing as a courtesy to help you in planning your space requirements. The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters provided. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary assessment.

Vanguard Modular Building Systems, LLC has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 1998. Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Contents (attached):

See attached RFP

It is our goal to meet your specific need, so please be certain to thoroughly review each attachment included in this package to ensure you completely understand the pricing, product, and service being presented. Please notice that there are certain items which are assumed, or have not been included in this estimate, which have been itemized on the Modular Project Description attachment.

Please do not hesitate to contact me for answers to any questions. It would be our pleasure to again partner with you on this important contract. Thank you for your consideration.

Sincerely,

Kemp Norman

Area Sales Manager

REQUEST FOR PROPOSAL

RFP # CMB-1108

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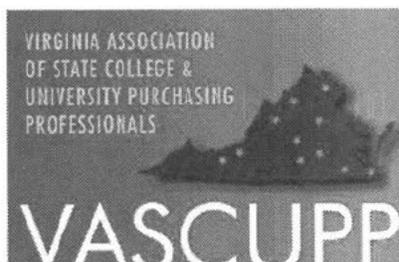


Request for Proposal

RFP# CMB-1108

**Modular Building Systems & Storage
Containers**

02/10/2021



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:

Vanguard Modular Building Systems , LLC

717 Constitution Dr Suite 100

Exton, Pa. 194341

By:


(Signature in Ink)

Name:

KEMP NORMAN
(Please Print)

Date: 3/11/21

Title: ASM

Web Address: www.vanguardmodular.com

Phone: 804 423 7522

Email: knorman@vanguardmodular.com

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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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.

See our qualifications and our AIA 305 contractor qualification statement (exhibit E is submitted under project pictures tab)

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

Vanguard Modular has local representation in Virginia by way of Kemp Norman located in Richmond, Va.

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

Our Va. GC License #27050633819 copy enclosed

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

See COI/ Surety tab

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

In house project manager with OSHA 10 certificate shall be assigned as needed

- F. All subcontractors must be approved by the Agency's
All subcontractors shall 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.

Vanguard Modular shall fully comply with applicable warranty requirements

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

Vanguard Modular Building Systems shall comply with all applicable federal, state, local and Agency regulations in the performance of this work. Vanguard Modular avows any special knowledge of local regulations unless they are advised of such by means of plans, specifications or other written communications or if provided with a copy of local ordinance or statute or code requirement, whether by local government or the requirement of the University.

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

Vanguard Modular Building Systems is licensed in about 23 states and maintains adequate resources to work multiple projects at the same time.

- I. 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.

Vanguard Modular Building Systems will provide all necessary design documents including foundation and site work to the agency for DEB review. Vanguard Modular will make all requested changes per DEB comments in order to obtain approval.

- J. Contractor shall show proof of experience in working with DEB.

Kemp Norman has recently finished projects for:

*University Of Virginia 1/2020 Alderman Library \$400,000.00
University of Virginia 2/2020 University Police Dept. \$200,000.00
University of Virginia 11/19 University Hall Athletic Village \$2,500,000.00
VCCS/NOVA 2/20 Loudoun Campus Reynolds Building Learning Village \$2,000,000.00*

Additionally Kemp Norman has worked with DEB on the following projects:

*SW Regional Jail Authority \$70,000.00
Dept of Juvenile Justice \$500,000.00
Dept. of Game and Inland Fisheries \$60,000.00
Tidewater Community College \$142,000.00
Germanna Community College \$220,000.
VDH/ Louisa County Dept of Health \$333,000.00
John Tyler Community College \$ 622,000.00
NVCC Loudoun Campus \$707,000.00
Southside Virginia Community College \$65,000
Rappahannock Community College \$690,000
George Mason University \$ 2,000,000
University of Virginia \$140,000
Central Virginia Community College \$106,000.00
University of Virginia Wise \$140,000.00
Northern Virginia Training Center \$166,000
James Madison University \$212,000
College of William and Mary \$125,000*

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. *AT this time VMBS does not offer storage containers*

- 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.

Financing (lease, rent, or purchase)

Vanguard Modular Building Systems has substantial access to capital through various financing arrangements that gives the Company more than adequate access to necessary funds to acquire new buildings and maintain our existing fleet of relocatable modular buildings. Furthermore we have solid relationships with numerous manufacturers throughout the Atlantic and Gulf Coasts to ensure we deliver our clients quality buildings at the best price achievable and within the schedule needed.

Vanguard Modular's ownership and lenders afford the Company a great amount of latitude when it comes to leasing, rental, and purchasing agreement terms. This demonstrated confidence our ownership has in the management team affords us the unique ability to customize leasing, rental, or purchase agreements that better suit our client's needs as necessary, rather than imposing a rigid contract and payment structure without regard for our customer needs and requirements.

For your convenience we offer the following contract options:

Operating Lease

Finance Lease /Lease-to-Own Lease with Option to Purchase

Purchase

Construction Related

The strength of our sales, engineering, operations/project management, and estimating team is in their combined extensive experience seamlessly integrated to form an efficient and

cohesive approach ensuring our clients' needs and requirements are met every time. Vanguard Modular's team has an exceptional aptitude for listening to our clients then proposing solutions and alternatives making certain that the work performed and product installed meets all applicable codes as well as the design and functionality expectations of our customers. Our business is built on executing projects to the satisfaction of our clients, including quality, cost, and schedule. We desire repeat customers and they require consistency in execution and project delivery. Our processes and procedures are all designed and followed to ensure quality, safety, and efficiency throughout all the projects we perform, from building relocations to complete turn-key installations.

Vanguard maintains close relationships with a network of hundreds of fully insured and qualified subcontractors throughout our service area creating a pool of talent that we can easily match with the complexity of any given project.

Permitting

With our service area covering the Atlantic and Gulf Coast states we handle permitting in many different environments with lots of varying requirements. There are an innumerable amount of nuances between states, counties, municipalities, and cities. Vanguard Modular's team has the experience and network of permit expeditors to work through and overcome these challenges in as quick a timeframe as possible. One of our strengths as a company is collaborative communication with our clients, which we know is absolutely critical when it comes to pursuing permits in any area we service.

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.

Vanguard Modular has the capability to effectively service all areas of Virginia. We perform projects throughout the state. Our team is situated in and surrounding the State allowing us to cover any and all areas of Virginia seamlessly. Our primary Virginia representative, Kemp Norman, is located in Richmond so he can handle client needs throughout Virginia.

Furthermore, our Virginia sub-contractor network is located all over the state, and has the capacity to effectively perform work in any area of the state required.

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.

Vanguard Modular Building Systems, with main office at 717 Constitution Dr. Suite 100 Exton Pa. 19341 has been in the business of sales, leasing and construction of custom and industry standard modular buildings since incorporating as an LLC in the State of Delaware on 12/23/1998. Vanguard Modular maintains licenses in at least 23 states and operates with an average staff of 35 full-time employees and hundreds of qualified subcontractors and other vendors.

Vanguard Modular Building Systems, LLC is recognized by the U.S. Small Business Administration as a Small Business under the following NAICS Codes: 321992, 236210, 236220, 332311 and 531190. Vanguard Modular also holds NAICS Codes: 238290, and 531220.

For more information on Vanguard Modular Building Systems, please see the enclosed Contractor's Qualification Statement and view Vanguard Modular's website at www.vanguardmodular.com.

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. *See attached organizational chart under named tab*

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. *Vanguard Modular Building Systems has not been subject to any OSHA inspections by State and/or Federal agencies.*
6. Provide information regarding any contract with 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. *Vanguard Modular Building Systems has no knowledge of any institution, agency, or company that chose not to renew with Vanguard Modular in the last five years, except those of which had lease contracts expire and had no further need to extend the lease.*

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 from 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 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:

	<u>Points</u>
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	<u>20</u>
	<u>100</u>

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. PRECEDENCE 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 Payables 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>

5% surcharge will be added to visa card payments

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>.

5% surcharge will be added to visa card payments

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 C



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: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

VANGUARD MODULAR BUILDING SYSTEMS, LLC
QUALIFICATIONS

20
21

EDUCATION
EDITION



Imagine. Build. Deliver.



VANGUARD
MODULAR BUILDING SYSTEMS



Committed
to Excellence

Statement of Qualifications

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

Primary

DUNS #: [REDACTED]

CAGE Code: ITXN3

Certifications

- Massachusetts DCAM
- OSHA 10hr. and 30hr. cardholders
- Connecticut DAS
- **GREEN** Advantage Commercial

Licensed to do business in:

- AL
- AR
- CT
- DC
- DE
- FL
- GA
- IN
- KY
- LA
- MA
- MD
- ME
- MS
- NC
- ND
- NH
- NJ
- OH
- OK
- PA
- RI
- SC
- TN
- TX
- VA
- VT
- WV

Appointments

Interstate Industrialized Buildings Commission—consumer representative

Bonding Capacity

\$10,000,000 Single Limit
 \$30,000,000 Aggregate



www.VanguardModular.com | www.VanguardModularUsedBuildings.com

Association Memberships

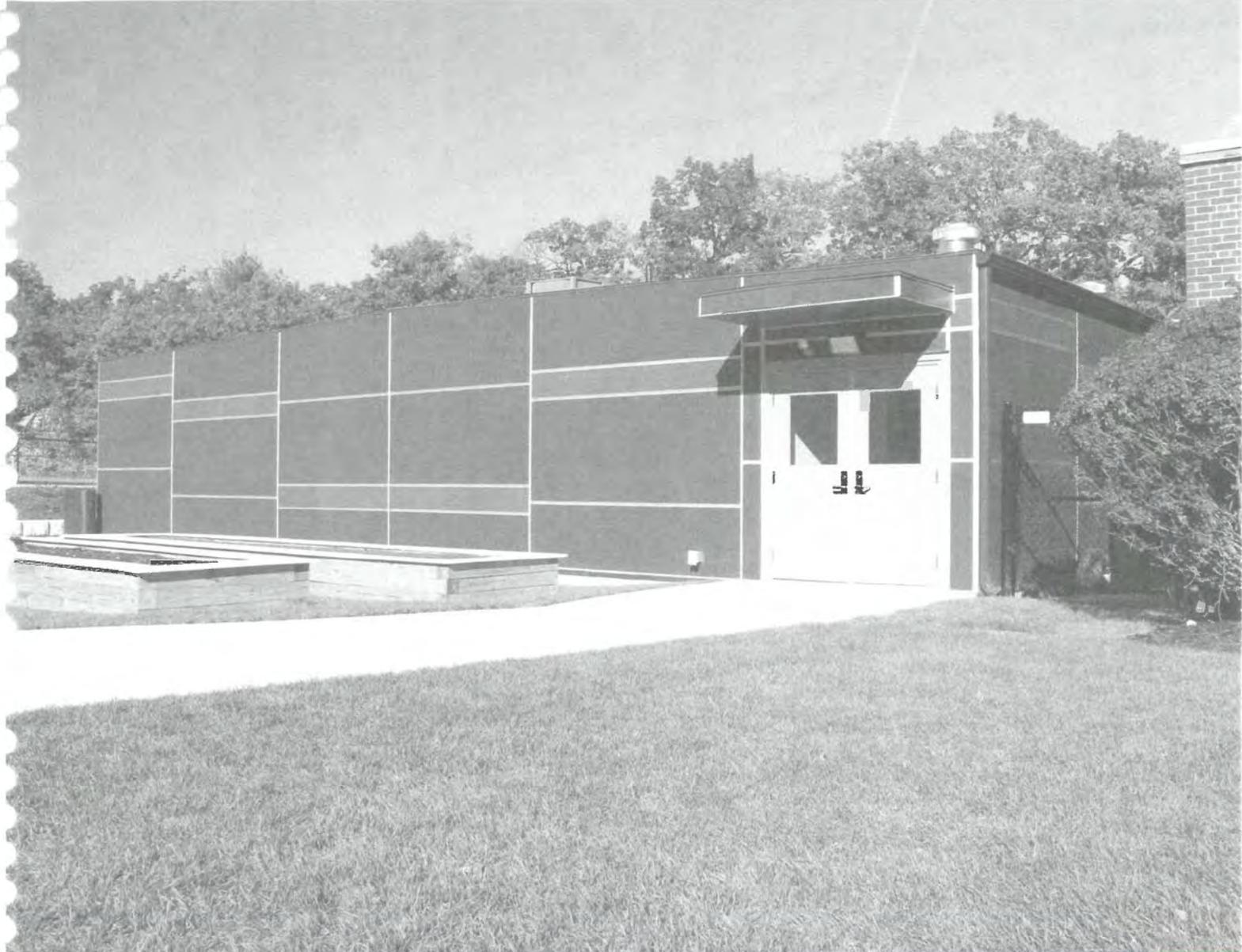
- MBI
- ICC
- NAWIC
- NFPA
- FHEA
- IFMA
- ABC
- International Association of Drilling Contractors

Purchasing Cooperatives

- TIPS
- KPN

Headquarters

Vanguard Modular Building Systems, LLC
 717 Constitution Drive
 Suite 100
 Exton, PA 19341
 (610) 240-8686 | (877) 438-8627
info@vanguardmodular.com



Vanguard Modular About Us





About Us

Our Approach

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

Why We Do It

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

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



www.VanguardModular.com | www.VanguardModularUsedBuildings.com

What We Do

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

Headquarters

Vanguard Modular Building Systems, LLC
717 Constitution Drive
Suite 100
Exton, PA 19341
(610) 240-8686 | (877) 438-8627

Trusted.
Reliable.

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

- Office Space
- Classroom Space
- Specialty Space

Utilizing modular buildings for many purposes:

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

Consistently proven by:

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



Our Story

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

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

In 2020 Vanguard Modular was acquired by BOXX Modular, Inc., a business unit of Black Diamond Group. During the integration, Vanguard Modular continues to operate as a separate entity under BOXX Modular.

Vanguard Modular's expertise is built on a strong foundation of collaborative and innovative thinking to provide clients with project management excellence, workmanship quality, and superior quality buildings. BOXX Modular's acquisition of Vanguard Modular provides our team with more resources and a greater ability to service and support our client's needs.



The Vanguard Advantage

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

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

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

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

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

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

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

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

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

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



Experienced.
Client Focused.
Professional.

Why Modular?

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

Choose Modular Buildings When You Want ...

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

Quality – A factory environment offers the ability to:

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

Savings – Modular construction is tightly controlled in the plant environment, substantially reducing waste and construction cost.

Architects, engineers, and construction professionals report:

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

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

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

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

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

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



Value.
Efficiency.
Safety.

CONSIDERATIONS

For Your Modular Building Project



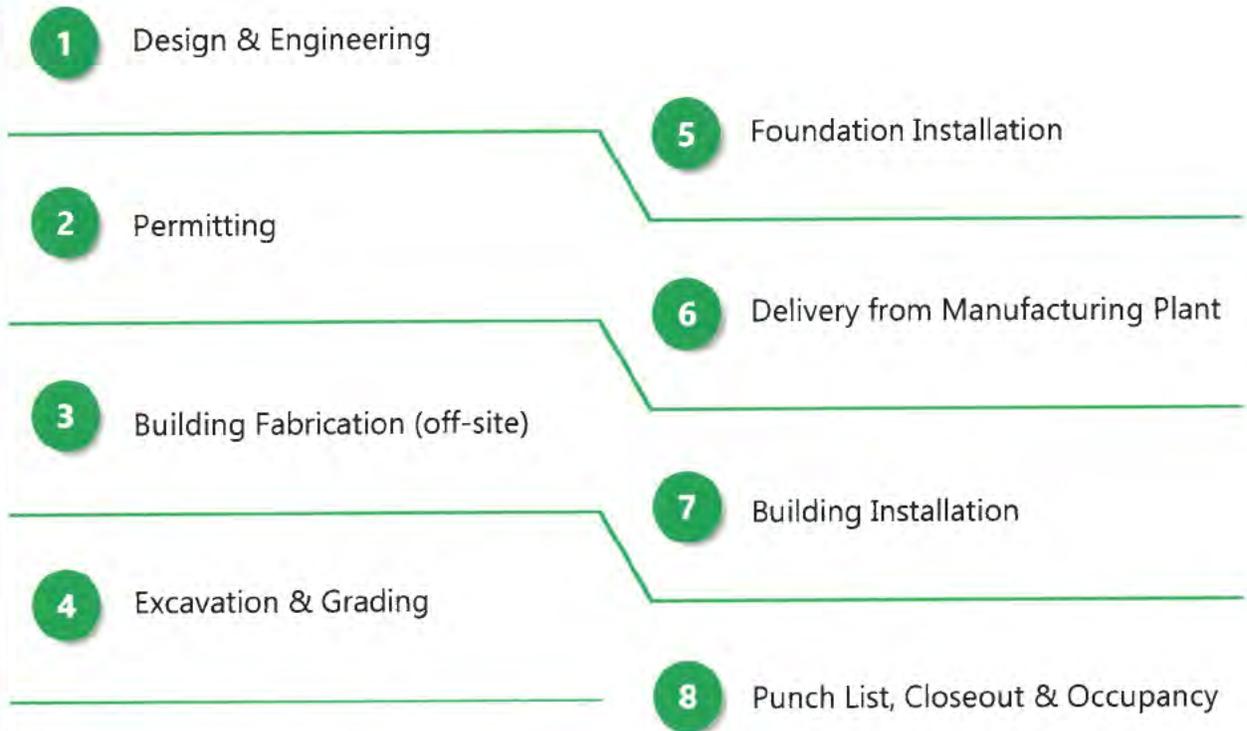
These are some key areas that you will want to be aware of that can impact your modular building project. Many of these will need to be planned for and addressed during the modular building process.

- Availability of Funding or Financing
- Term Length of Space Need
- Ownership | Leasing | Lease-To-Own
- Building Occupancy Use
- Schedule Requirement for Completion
- Land Development & Site Plan
- Exact Future Building Location
- Location of Utilities, Water & Sewer
- Site Accessibility
- Site Soil Compaction
- Building Layout | Floor Plan
- Interior & Exterior Finishes

Factors that can impact your **PRICE**

- Special Foundation Requirements
- Surveillance | Alarm Systems
- Sprinkler Systems
- Excavation & Grading
- Storm Water Management
- Site Accessibility
- Crane

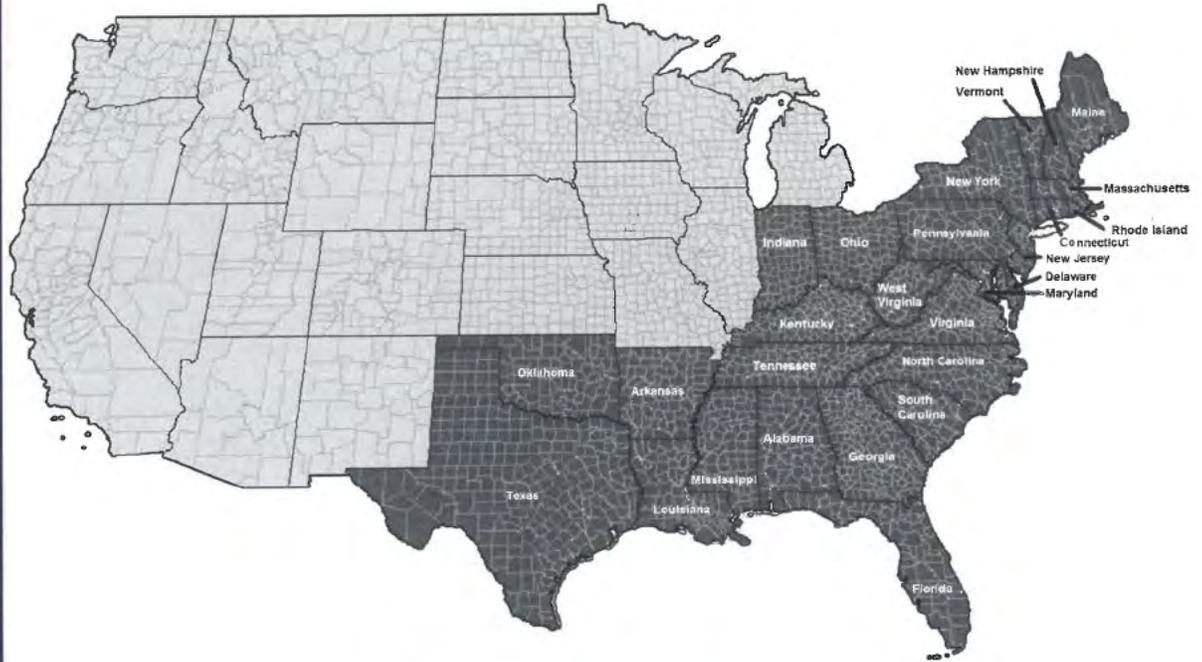
PROCESS



Building **Customization Options**

- Upgraded Windows, Doors, and other Hardware
- Interior Wall, Ceiling, and Flooring Finishes
- Exterior Wall and Roof Finishes
- Access Systems: Steps, Decks, and Ramps

Locations



Corporate Headquarters

717 Constitution Drive
Suite 100
Exton, PA 19341
(610) 240-8686

Massachusetts | Connecticut
Rhode Island

(978) 739-9390

E. North Carolina

(919) 841-0709

Virginia

(804) 441-2040

Pennsylvania | Maryland
Delaware | New Jersey
New York | West Virginia

(717) 426-1028

W. North Carolina
South Carolina

(704) 823-0877

Kentucky | Ohio | Indiana

(859) 321-5769

Maine | New Hampshire
Vermont

Schiavi Leasing Corporation
103 Airport Road
Oxford, ME 04270

(207) 539-8211

**Schiavi Leasing Corporation is
a Vanguard Modular Company.*

Georgia | Tennessee

(770) 225-9701

Louisiana | Arkansas
Mississippi

(504) 201-4006

Alabama | Florida

(229) 310-0787

Texas | Oklahoma

(281) 593-1471

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

24x 56 stock 4 office with bathroom Sale Price \$99,063.00

24x56 stock 4 office with bathroom

24 month Lease \$2061.00 per month

36 month Lease \$1902.00 per month

48 month Lease \$1744.00 per month

60 month Lease \$1585.00 per month

Finance lease rates are available upon request

Discount VMBS will offer a 2% discount for payment made net 10 days and /or a 3% discount for annual in advance payments

Delivery: \$ 9380.00 Zone 1, 8825.00 Zone 2, \$8910 Zone 3, \$892000 Zone 4, \$8633.00 Zone 5, \$8295.00 Zone 6
\$8910.00 Zone 7, \$8193 Zone 8, \$8570.00 Zone 9

Block, level, Tie Down :

ABS pads

Vinyl Skirt TOTAL \$11,214.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

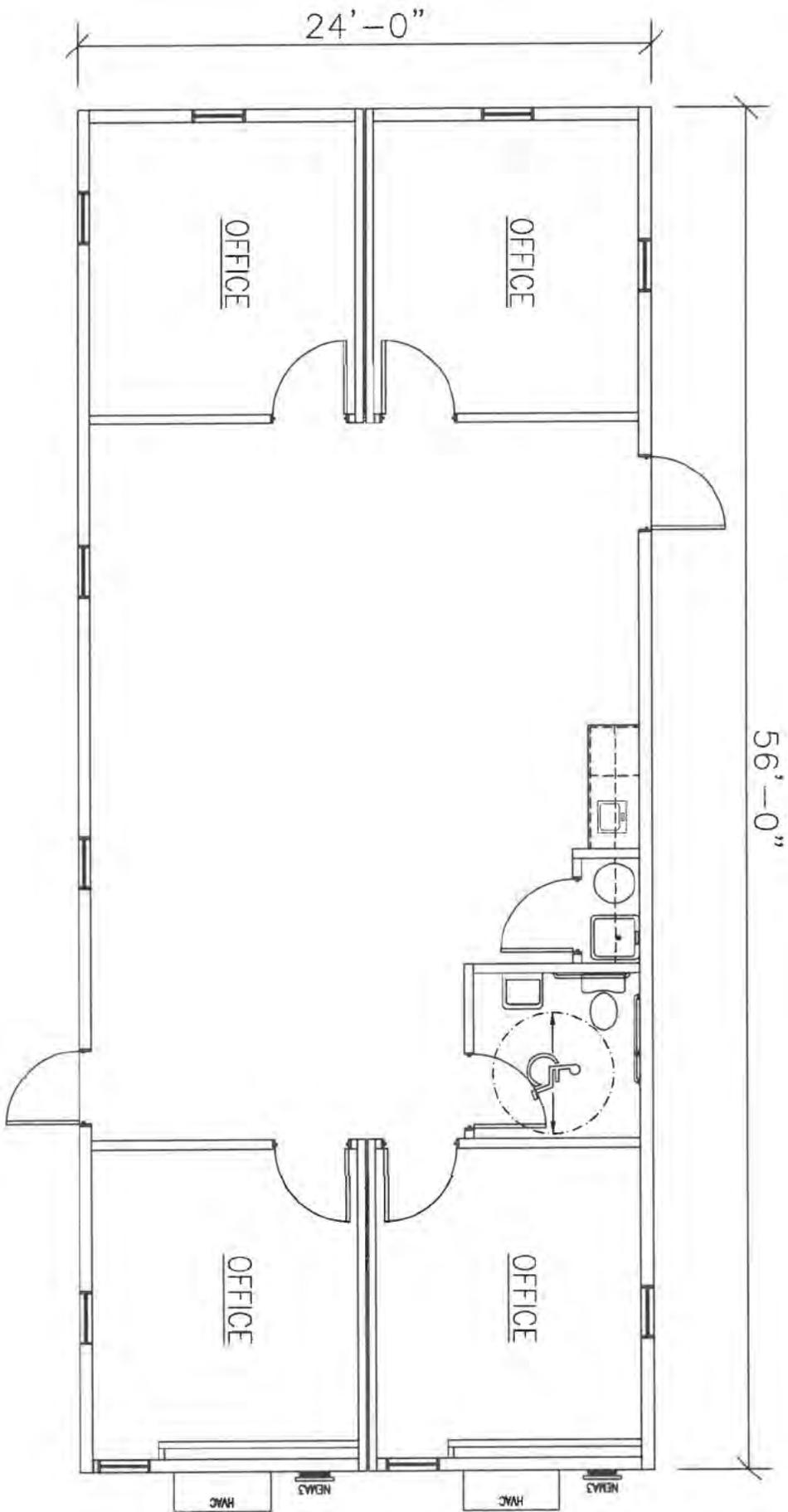
4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have discussed. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary outline of your requirements.



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 Corporate Office
 717 Constitution Drive, Suite 100
 Exton, PA 19341
 877-438-8627
 www.vanguardmodular.com

**24X56
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Drawing Date: 10/07/20
 Drawn By: Vanguard
 Scale: NTS

Project: SP1
 Drawing:

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

36x56 stock 6 office with bathroom Sale Price \$137,500.00

36x56 stock 6 office with bathroom

24 month Lease \$2860.00 per month
36 month Lease \$2640.00 per month
48 month Lease \$2420.00 per month
60 month Lease \$2200.00 per month

Finance lease rates are available upon request

Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery 14,070.00 Zone 1, \$13,238 .00 Zone 2, \$13,365 Zone 3, \$13380 Zone 4, \$12,949.00 Zone 5, \$12443.00 Zone 6 \$13,365 Zone 7, \$10,898.00 Zone 8, \$12,855.00 Zone 9

Block, level, Tie Down

ABS Pads

Vinyl Skirt TOTAL \$18064.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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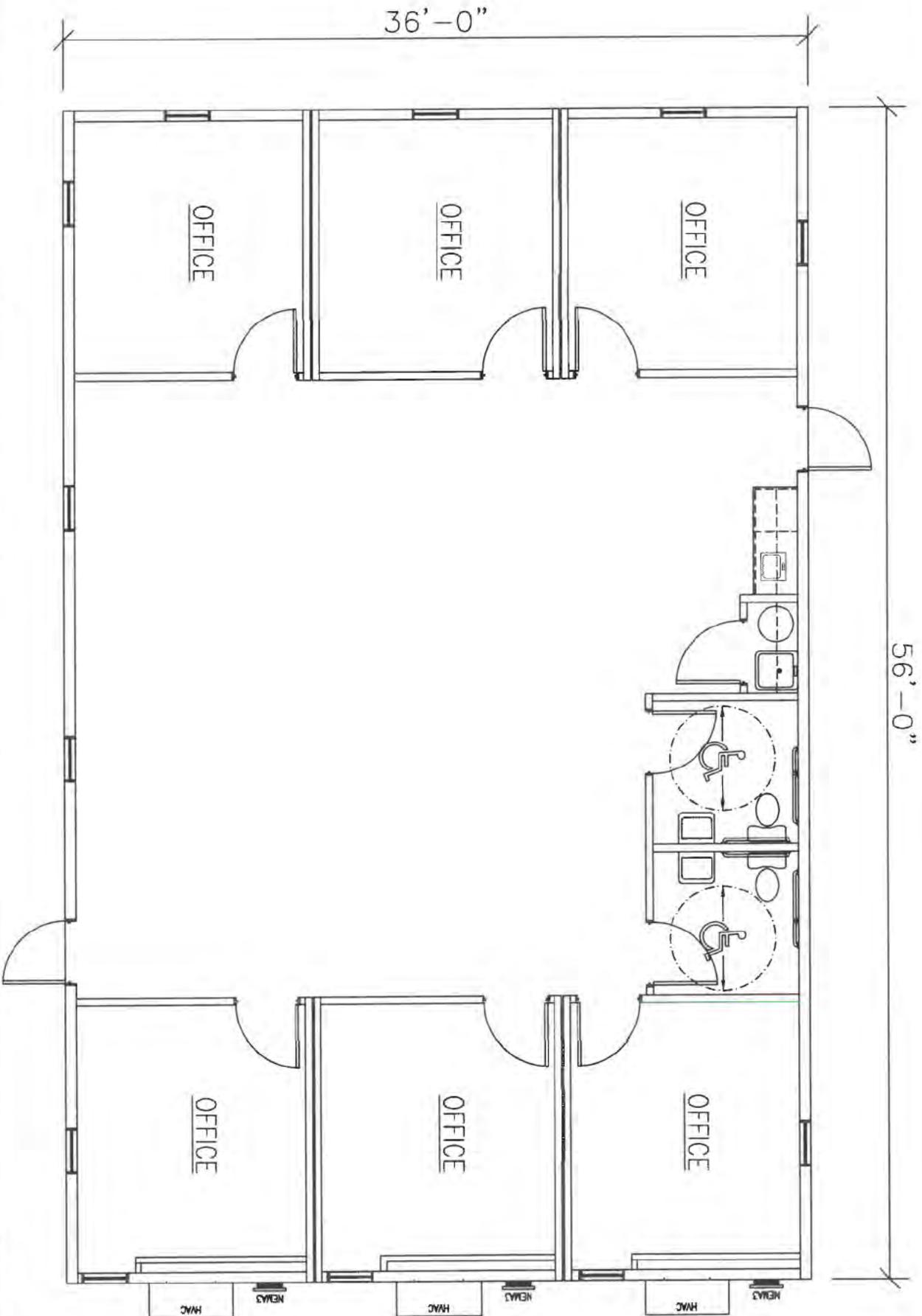
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Drawing Date:
 Drawn By:
 Scale:
 NTS

Project:
 FLEX PLEX
 Drawing:
 60FF



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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

48x56 stock 8 office with bathroom Sale Price \$175,938.00

48x56 stock 8 office with bathroom

24 month Lease \$3660.00 per month

36 month Lease \$3378.00 per month

48 month Lease \$3097.00 per month

60 month Lease \$2815.00 per month

Finance lease rates are available upon request

Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$ 18760.00 Zone 1, \$17650.00 Zone 2, \$17820.00 Zone 3, \$17840.00 Zone 4, \$17265.00 Zone 5, \$16590.00 Zone 6, \$17820.00 Zone 7, \$16385.00 Zone 8, \$16240.00 Zone 9

Block, level, Tie Down

ABS Pads

Vinyl Skirt TOTAL \$23,502.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have discussed. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary outline of your requirements.

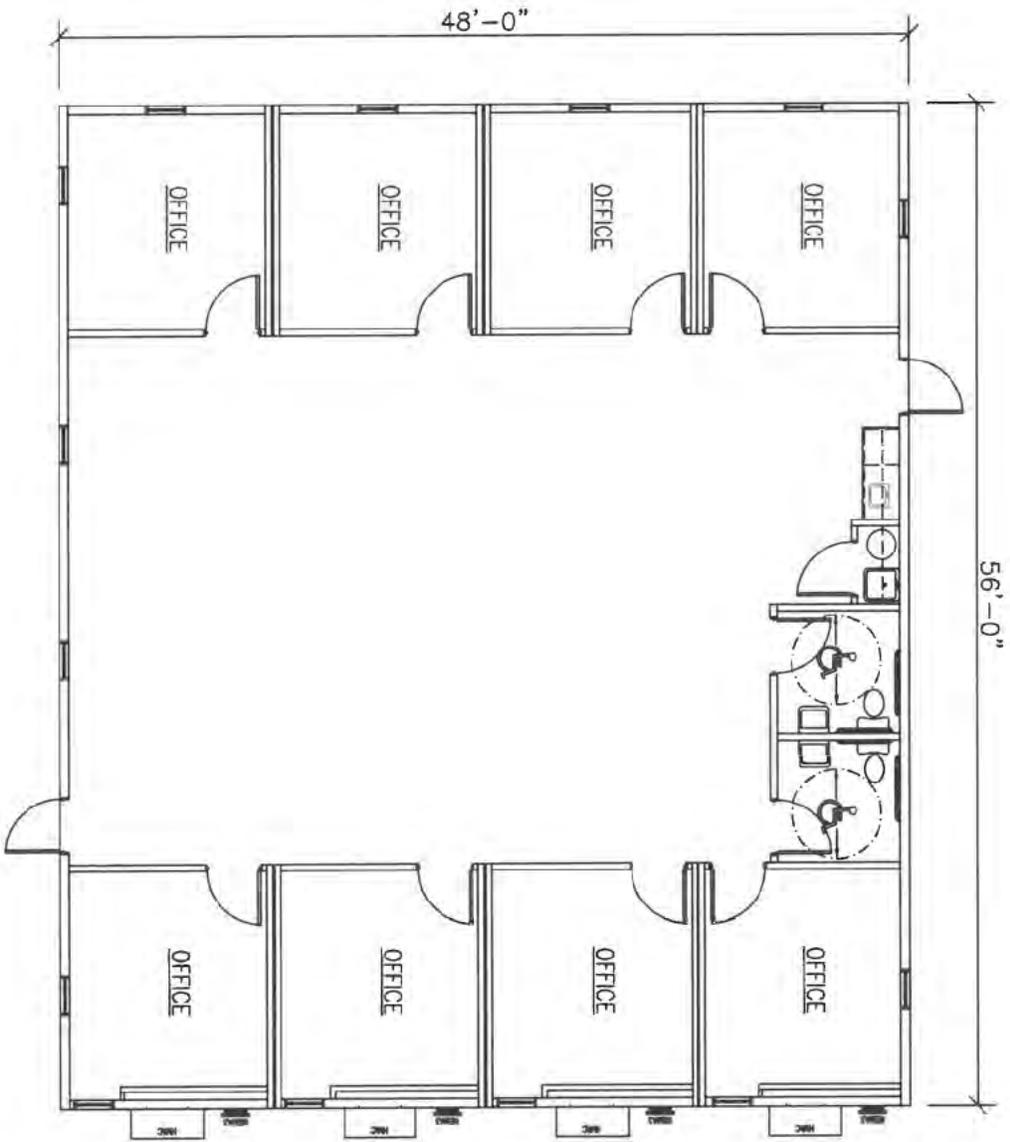


VANGUARD
MODULAR BUILDING SYSTEMS

Vanguard Modular Building Systems
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8 OFFICE
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Drawing Date:

Project:
FLEX PLEX

Drawn By:
VANGUARD

Scale:
NTS

Drawing:
8OFF

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Prepared For: JMU
Project No: _____

Estimate Date: May 17, 2016
Revision No: _____

Building Budgetary Price & Features:

60x56 Flex 10 office with bathroom Sale Price \$214,375.00

60x56 Flex 10 office with bathroom

24 month Lease \$4459.00 per month

36 month Lease \$4116.00 per month

48 month Lease \$3773.00 per month

60 month Lease \$3430.00 per month

Finance lease rates are available upon request

Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$ 23,450.00 Zone 1, \$22063 .00 Zone 2, \$22,275.00 Zone 3, \$22,300.00 Zone 4, \$22144.00 Zone 5, \$20738.00 Zone 6, \$22275.00 Zone 7, \$18163.00 Zone 8, \$21425 Zone 9

Block, level, Tie Down

Footers thru dirt only

Vinyl Skirt TOTAL \$ 28540.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

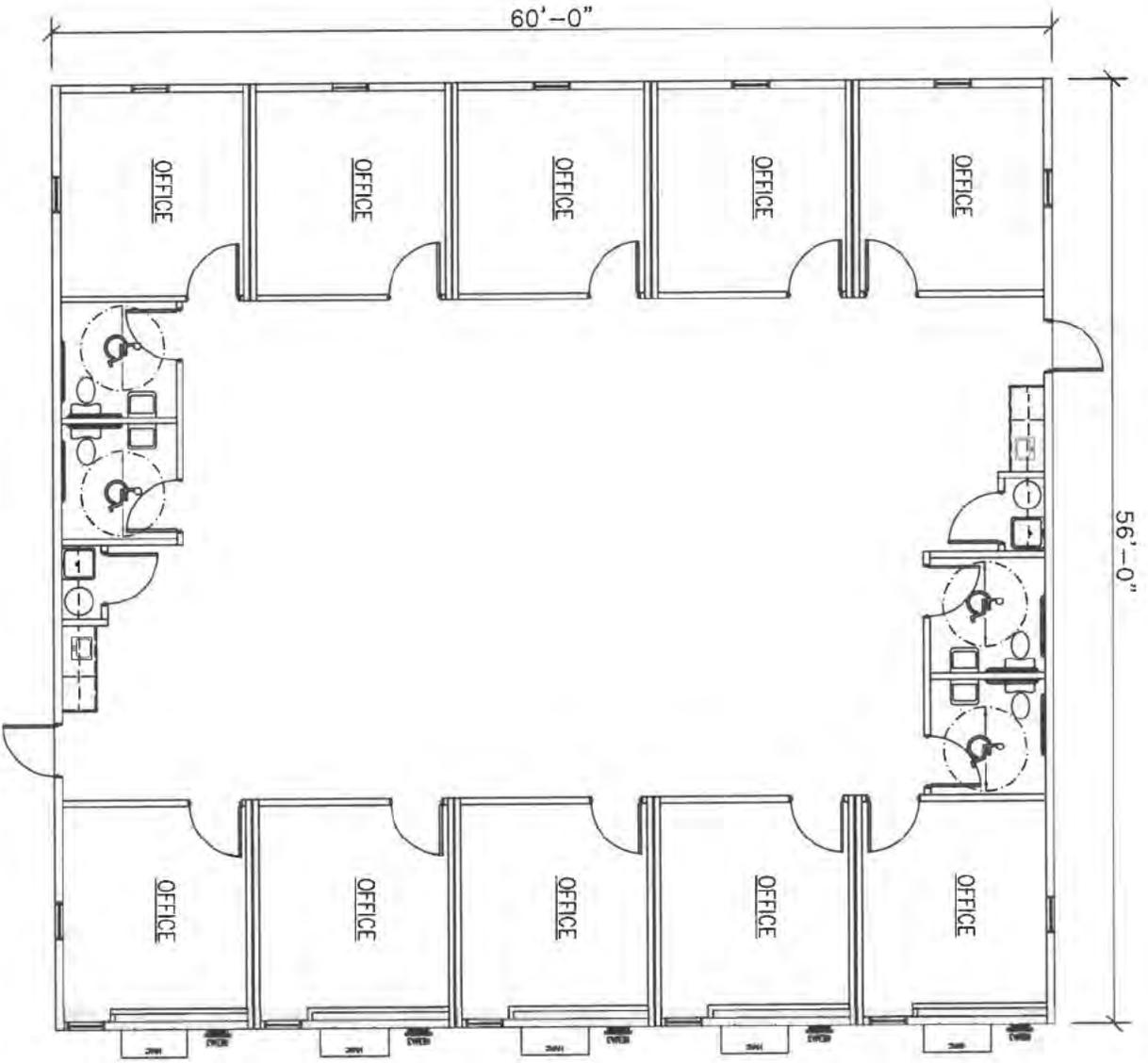
4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have discussed. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary outline of your requirements.



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Drawing Date: Drawn By: Scale:	Project: FLEX PLEX Drawing: 100FF2
VANGUARD MTS	

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Prepared For: JMU
Project No: _____

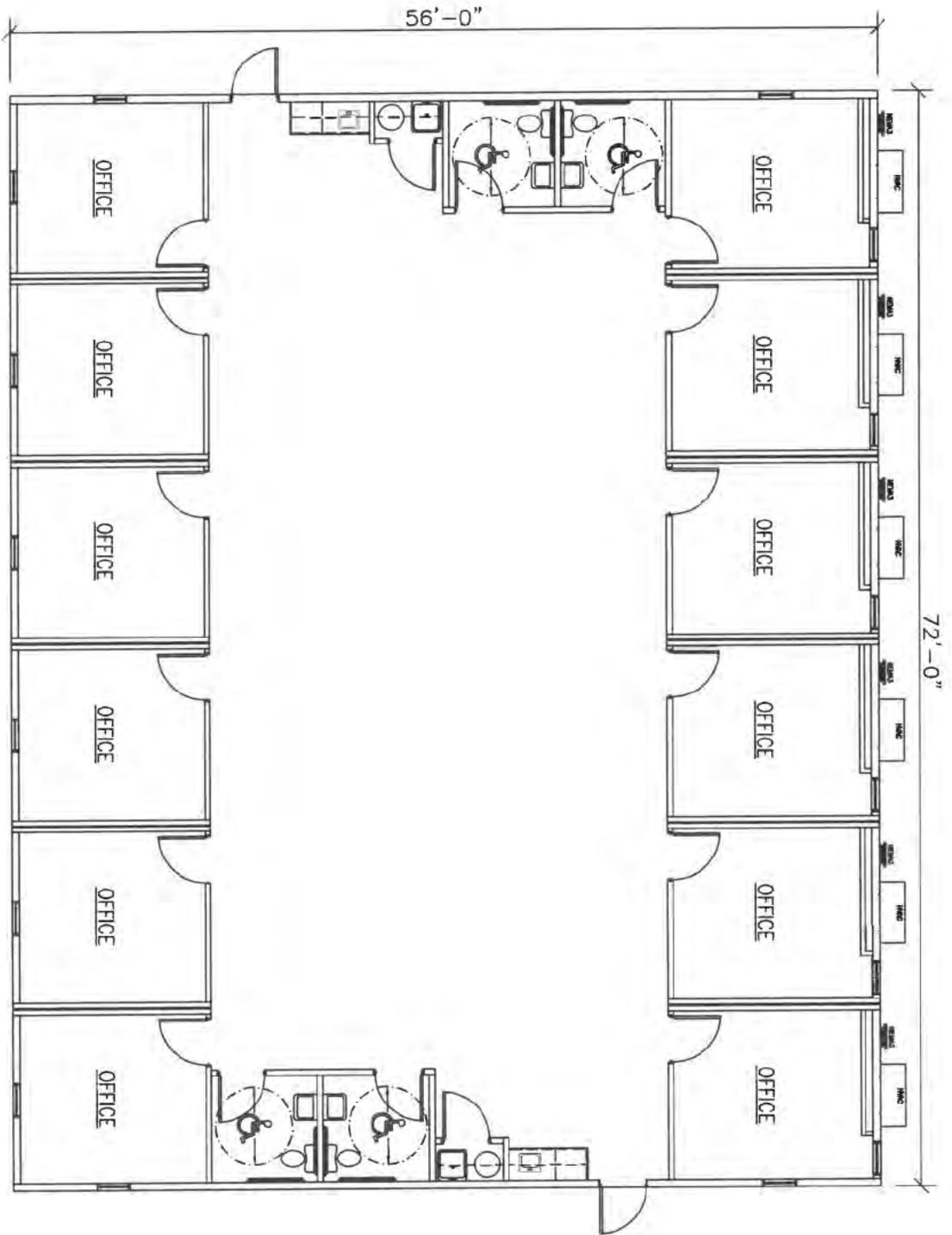
Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:	
72x56 Flex 12 office with bathroom	Sale Price \$252,813.00
72 x56 Flex 12 office with bathroom	
	24 month Lease \$5259.00 per month
	36 month Lease \$4854.00 per month
	48 month Lease \$4450.00 per month
	60 month Lease \$4045.00 per month
Finance lease rates are available upon request	
Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments	

One Time Fees:
Delivery: \$28,140 .00 Zone 1, \$26,475 .00 Zone 2, \$26,730.00 Zone 3, \$26,760 Zone 4, \$25,989.00 Zone 5, \$24,885.00 Zone 6, \$26,730.00 Zone 7, \$21,795.00 Zone 8 25,710.00 Zone 9
Block, level, Tie Down
ABS Pads
Vinyl Skirt TOTAL \$28,313.00

Project Options :
Aluminum Ramps ADA landings, ramp
5' 4" x 10'x8 threshold landing with picket rails
4' 4" x 18' intermediate ramp with 42/34 picket rails
5'x5' rest landing
4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00
ADA Aluminum Steps- 35" - \$2200.00

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have discussed. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary outline of your requirements.



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 717 Constitution Drive, Suite 100
 Exton, PA 19341
 877-438-8627
 www.vanguardmodular.com

**12 OFFICE
 FLEX PLEX**

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

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

84x56 Flex 14 office with bathroom Sale Price \$301,563.00

84x56 Flex 14 office with bathroom

24 month Lease \$6273.00 per month

36 month Lease \$5790.00 per month

48 month Lease \$5308.00 per month

60 month Lease \$4835.00 per month

Finance lease rates are available upon request

Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$32,830.00 Zone 1, \$30,888.00 Zone 2, \$31,185 Zone 3, \$31,220.00 Zone 4, \$31,214.00 Zone 5, \$29,033.00 Zone 6, \$31,885.00 Zone 7, \$28,674.00 Zone 8, \$29,995.00 Zone 9

Block, level, Tie Down

ABS Pads

Vinyl Skirt TOTAL \$ \$32,338.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

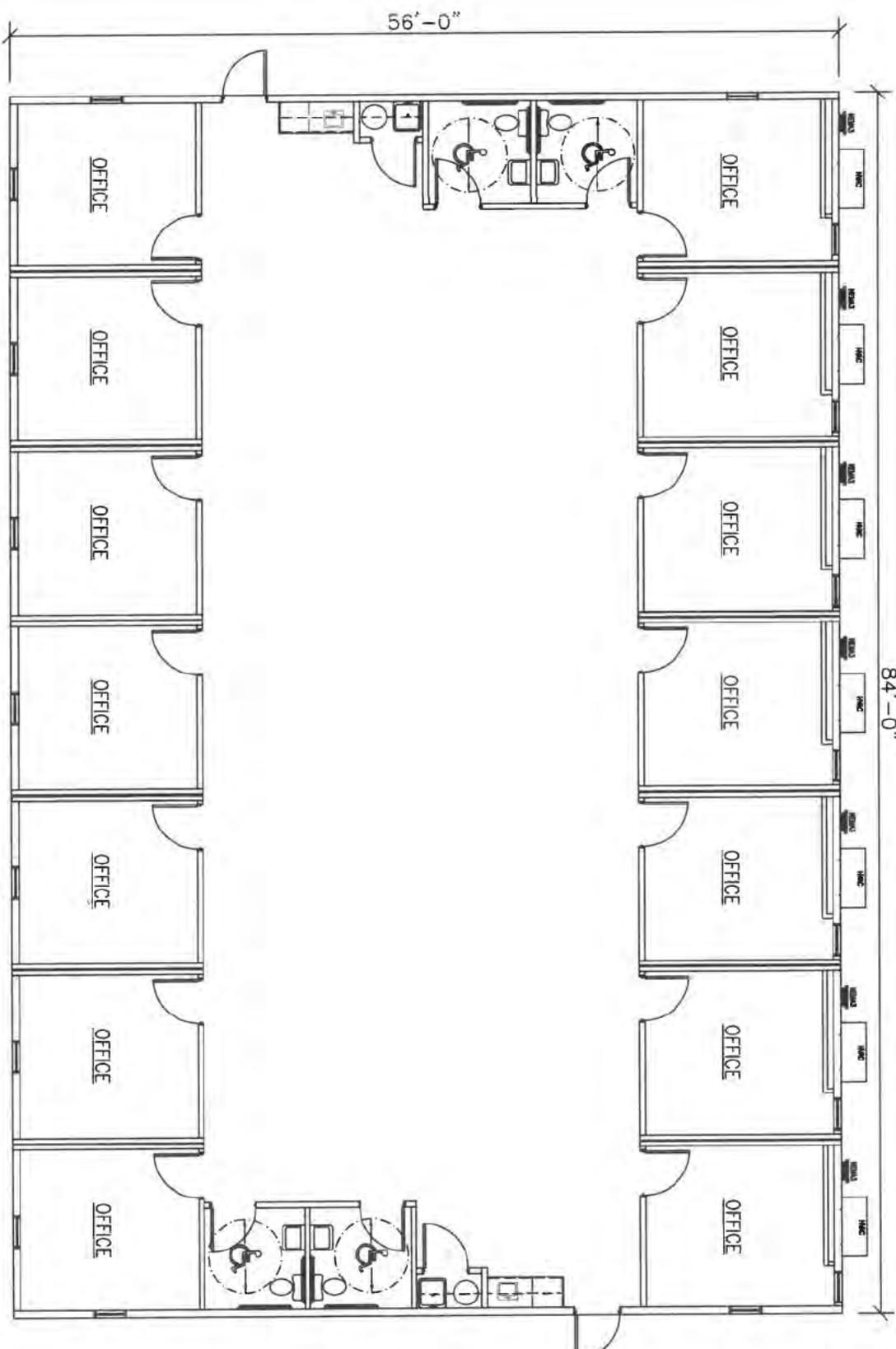
4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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Drawing Date:

Project:
FLEX PLEX

Drawn By:
VANGUARD
Scale:
N.T.S.

Drawing:
14OFF2

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

96x56 Flex 10 office with bathroom Sale Price \$340,000.00

96x56 Flex 10 office with bathroom

24 month Lease \$7072.00 per month

36 month Lease \$6528.00 per month

48 month Lease \$5984.00 per month

60 month Lease \$5440.00 per month

Finance lease rates are available upon request\

Discount: VMBS will offer a 2% discount for payment made net 10 days and or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$ 37,520.00 Zone 1, \$35,300.00 Zone 2, \$35,640.00 Zone 3, \$35,680.00 Zone 4, \$34,530.00 Zone 5, \$33,180.00 Zone 6, \$35,640.00 Zone 7, \$29,060.00 Zone 8, \$38,565.00 Zone 9

Block, level, Tie Down

ABS Pads

Vinyl Skirt TOTAL \$37,163.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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**16 OFFICE
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Drawing Date:

Project:
FLEX PLEX

Drawn By:
VANGUARD

Scale:
NTS

Drawing:
16OFF2

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

108 x56 Flex 18 office with bathroom Sale Price \$417,795.00

108 x56 Flex 18 office with bathroom

24 month Lease \$7872.00 per month

36 month Lease \$7266.00 per month

48 month Lease \$6661.00 per month

60 month Lease \$6055.00 per month

Finance lease rates are available upon request

Discount: VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$42,210.00 Zone 1, \$39,714.00 Zone 2, \$40,095.00 Zone 3, \$40,140.00 Zone 4, \$39,859.00 Zone 5, \$37,328.00 Zone 6, \$40,095.00 Zone 7, \$32,693.00 Zone 8, \$38,565.00 Zone 9

Block, level, Tie Down

ABS pads

Vinyl Skirt TOTAL \$ 40,038.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10' x 8' threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5' x 5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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18 OFFICE FLEX PLEX

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Drawing Date:	Project:
Drawn By:	FLEX PLEX
Scale:	Drawing:
NTS	18OFF2



Model Year: 2021

Qty	Description	Color/Location
-----	-------------	----------------

PROJECT:

2021 FLEX PLEX OFFICE
COMPLEX

BUILDING:**UNITS:**

Each floor 11'-8"X56'-0"

SQUARE FEET:

Each floor 653 sq. ft.

CONSTRUCTION:

VB

OCCUPANCY:

B-BUSINESS; 1 OCCUPANT PER 100 SQ. FT.

STATE(S) CODED FOR:

MULTIPLE

DESIGN WIND SPEED:

Minimum 140 MPH Vsad; 180 MPH Vult

GROUND SNOW LOAD:

20, 40, 60 OR 100 PSF BASED ON STATES CODED FOR

ENGINEERED DOCUMENTS MUST INCLUDE TYPICAL AND
ABS FOUNDATION PAGES ABS FOUNDATION PAGES WITH KIP LOADS
TIE DOWN CHART FOR MULTIPLE WIND LOADS
1,500, 2,000 AND 3,000 PSF SOIL BEARING CAPACITIES

FRAME:**TYPE:**

OUTRIGGER W/12" BEAM AT 95.5" SPACING

TYPE:

PERIMETER FRAME PRICING BY REQUEST

AXLES AND TIRES:

AXLES / NEW STANDARD OR LO PRO TIRES

HITCHES:

DETACHABLE

WEIGHTS FOR SHIPPING:**FLOOR:****BTM BOARD:**

NYLON INPREGNATED BOTTOM BOARD

INSULATION:

PER CODE

JOISTS:

2x8 WOOD, DOUBLE RIM JOIST; PT FOR OUTER BAND (OUTRIGGER AND PERIMETER)

JOISTS:

2x8 WOOD, DOUBLE RIM JOIST; AT MATE LINES

JOISTS:

NO JOISTS ON PERIMETER FRAMES

DECKING:

3/4" SINGLE LAYER PLYWOOD FOR OUTRIGGER

(2) LAYER 5/8" DIRECT LAY ON PERIMETER FRAMES

FLOOR FINISH:

1/8" VINYL COMPOSITION TILE ARMSTRONG - COOL WHITE

FLOOR FINISH:

RESTROOMS: ARMSTRONG CORLON - WHITE CLIFFS

FLOOR FINISH:

HOLDBACKS

BASE TRIM:

COVE BASE 67-2 GRAY

EXTERIOR WALLS**WALLS:**

2X6 WOOD W/ DOUBLE TOP PLATES

EXTERIOR WALL FINISH:

26 GA.RIB STEEL

SHEATHING:

7/16" OSB 100% COVERAGE



VAPOR BARRIER:	HOUSE WRAP
INSULATION:	PER CODE
MANSARD:	26 GA. RIB STEEL
EXTERIOR TRIM:	26 GA. RIB STEEL TRIM - BLACK
SKIRTING:	OPTION PRICING: TO MATCH EXTERIOR WALL FINISH

INTERIOR WALLS

WALLS:	2X4 WOOD
WALLS:	2X4 WOOD: DOUBLE AT THE MATE LINE
PLUMBING WALL	PLUMBING WALL BETWEEN RESTROOMS
PLENUM WALL	HVAC PLENUM WALL
WALL HEIGHT:	8'-6"
INSULATION:	R-11 SOUND REDUCTION BATTS
INTERIOR FINISH:	5/8" VINYL COVERED GYPSUM TYPE "X" RUFF STUFF WHITE
INTERIOR FINISH:	BATTENS AT SEAMS
INTERIOR FINISH:	96" FRP ON 5/8" GYP. BACKER: WHITE
	RESTROOMS
INTERIOR FINISH:	4" VINYL BASE COVE - 67-2 GRAY

ROOF:

TRUSS:	TRANSVERSE, 1/4":12" PITCH, @ 16" OR 24" O.C.
DECKING:	7/16" FIRE RATED EPDM UNDERLAYMENT
MATE BEAM:	CONTINUOUS HITCH TO REAR
OVERHANG:	2" SIDES, 6" ENDS
CEILING FINISH:	T-GRID / SUSPENDED: 2X2 ACOUSTICAL TILES 100% INSTALLED AT FACTORY
CEILING HEIGHT:	8'-0"
INSULATION:	PER CODE
ROOFING:	45 MIL EPDM (BLACK OR WHITE)
MANSARD:	ALL SIDES FLAT: BLACK
ROOF ACCES.:	12" PEEL AND STICK
ROOF ACCES.:	(2) HOLES BORED IN EACH MATEBEAM FOR CROSSOVERS
	LOCATION NOTED ON PRINTS
MATELINE:	PREFINISHED MATELINE FINISH BOARD

DOORS:

EXTERIOR DOOR:	36X80 COMMERCIAL 18GA. STEEL DOOR; 16GA. STEEL JAMB
EXT. DOOR LITE:	6"X30" OR 10"X10" WINDOW
EXT. DOOR HARDWARE:	GRADE 1 LEVERSET
EXT. DOOR HARDWARE:	GRADE 1 CLOSER
INTERIOR DOOR:	36X80 20 MIN. RATED FLUSH DOOR NO WINDOW
INTERIOR DOOR:	BRONZE FRAME/ IMPERIAL OAK FINISH
INT. DOOR HARDWARE:	GRADE 2 PRIVACY LOCKS: RESTROOMS
INT. DOOR HARDWARE:	GRADE 2 PASSAGE LOCKS: OFFICES, JANITOR ROOM
INT. DOOR HARDWARE:	FLOOR MOUNTED DOOR STOPS

WINDOWS:



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

ELECTRICAL:

SERVICE: 120/240 V SINGLE-PHASE SERVICE
 LOADCENTER: NEMA-3 OUTDOOR LOAD CENTERS
 WIRING: ROMEX AND MC CABLE
 WIRING: MC CABLE ABOVE T-GRID CEILING
 INTERIOR LIGHTS: LED (LAY-IN GRID)
 EMERGENCY LIGHTS: LED DUAL HEAD EMERGENCY LIGHT / EXIT SIGNS
 REMOTE HEADS: LED DUAL EXTERIOR REMOTE HEADS
 EXTERIOR LIGHTS: 60 WATT PHOTO CELL PORCH LIGHT OR EQUAL LED
 RECEPTS: 110 VOLT RECEPTACLES
 RECEPTS: GFI RECEPTACLES AS REQUIRED
 RECEPTS: EXTERIOR GFI WITH WEATHER PROOF COVER - 1 PER BOX
 RECEPTS: HEAT TAPE RECEIPT (GFI PROTECTED) 1 PER WET AREA
 RECEPTS: DEDICATED QUAD OUTLET IN JANITOR CLOSET
 EMPTY J-BOX: W/ 1/2" CONDUIT STUBBED UP ABOVE T-GRID
 EXHAUST FANS: EXHAUST FAN IN RESTROOMS NO LIGHT COMBO
 SWITCHES: OCCUPANCY SENSORS

PLUMBING:

PLUMBING: CPVC SUPPLY AND PVC DWV, COPPER/ CAST WHERE REQUIRED
 TOILETS: INDIVIDUAL HANDICAP ACCESSIBLE RESTROOMS
 INCLUDING GRAB BARS, TOILET PAPER HOLDER
 AND MIRROR
 SINKS: WALL MOUNTED LAVATORY W/METAL FIXTURES
 AND HANDICAP SINK PROTECTION
 SERVICE SINK: MOUNTED ON LEGS WITH METAL FAUCET
 HOSE BIBB: PER CODE REQUIREMENT
 WATER HEATER: TANK AND OR INSTANTANEOUS
 EXPANSION TANK: ON 10 GALLON AND LARGER
 BAR SINK: BAR SINK, METAL FIXTURES
 CABINETS: 2'-6" APRON BASE, PLUS 18" BASE CAB. FOR 4 LFT TOTAL
 CABINETS: 4 LFT OVERHEAD
 COUNTERTOP: 4 LFT COUNTER TOP WITH BACKSPLASH AND ROLLED
 FRONT EDGE - GRAY

H.V.A.C.

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



RETURN AIR DUCTWORK:
RETURN AIR GRILL:
THERMOSTAT:

R-6 DUCTBOARD
2'X2' FIXED BLADE
7 DAY PROGRAMMABLE

MISCELLANEOUS:

SHELF:

SHELF IN JANITOR CLOSET

SHIP LOOSE:

FLOOR FINISH:
ROOF ACCES.:
MATE LINE FINISH:

HOLD BACK FINISH MATERIALS
12" PEEL AND STICK
MATE LINE FINISH BOARD

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

24x 64 stock 2 classroom no bathroom Sale Price \$97,500.00

24x64 stock 2 classroom no bathroom

24 month Lease \$2028.00 per month

36 month Lease \$1872.00 per month

48 month Lease \$1716.00 per month

60 month Lease \$1560.00 per month

Finance lease rates are available upon request

Discount : VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance lease payments

Delivery: \$ 9380.00 Zone 1, \$8825.00 Zone 2, \$8910.00 Zone 3, \$8920.00 Zone 4, \$8633.00 Zone 5, \$8295.00 Zone 6
\$8910.00 Zone 7, \$7265.00 Zone 8, \$8570.00 Zone 9

Block, level, Tie Down

ABS Pads

Vinyl Skirt TOTAL \$ 9338.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10' x 8 threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5' x 5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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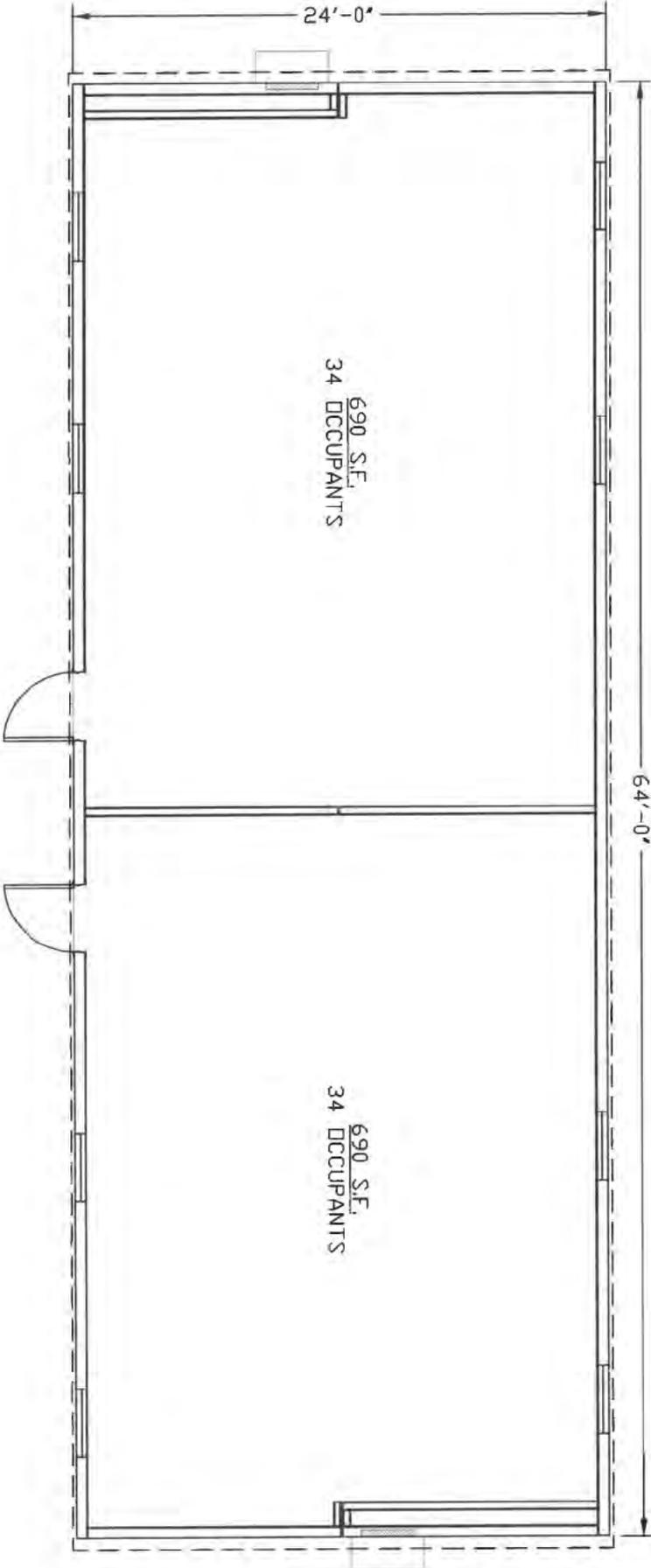
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877-438-8627

www.vanguardmodular.com

CLASSROOM
24X64 FLOOR PLAN



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Drawing Date: 2020	Project: LEASE
Drawn By: Vanguard	Drawing: 2464D1
Scale: NTS	

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

24x 64 stock 2 classroom 2 ADA bathroom Sale Price \$104,050.00

24x64 stock 2 classroom with bathroom

24 month Lease \$2164.00 per month

36 month Lease \$1998.00per month

48 month Lease \$1831.00 per month

60 month Lease \$1665.00 per month

Finance lease rates are available upon request

Discount : VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

Delivery: \$ 9380.00 Zone 1, \$8825.00 Zone 2, \$8910.00 Zone 3, \$8920.00 Zone 4, \$8633.00 Zone 5, \$8295.00 Zone 6
\$8910.00 Zone 7, \$7265.00 Zone 8, \$8570.00 Zone 9

Block, level, Tie Down

ABS Pads

Vinyl Skirt TOTAL \$ 9338.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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CLASSROOM
24X64 FLOOR PLAN

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Drawing Date:

2020

Project:

LEASE

Drawn By:

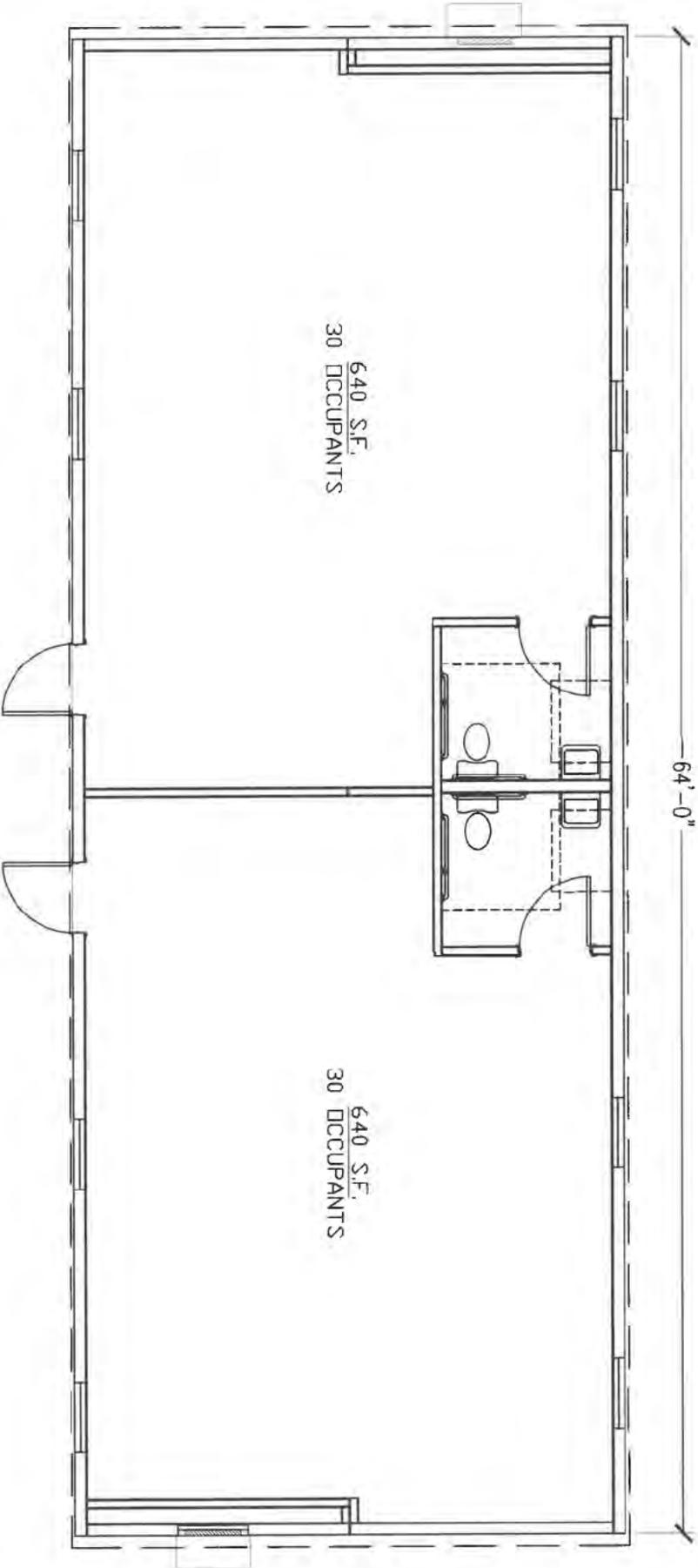
Vanguard

Drawing:

2464W2

Scale:

NTS



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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

<p>Building Budgetary Price & Features:</p> <p>68x64 CRIG 4 Classroom with bathrooms : Sale Price \$292,275.00</p> <p>68x64CRIG 4 Classroom with bathroom :</p> <table style="margin-left: 200px;"> <tr> <td>24 month Lease</td> <td>\$6094.00 per month</td> </tr> <tr> <td>36 month Lease</td> <td>\$5625.00 per month</td> </tr> <tr> <td>48 month Lease</td> <td>\$5156.00 per month</td> </tr> <tr> <td>60 month Lease</td> <td>\$4688.00 per month</td> </tr> </table> <p>Finance lease rates are available upon request Discount : VMBS will offer a 2% discount for payment made net 10 days / and or a 3% discount for annual in advance payments</p>	24 month Lease	\$6094.00 per month	36 month Lease	\$5625.00 per month	48 month Lease	\$5156.00 per month	60 month Lease	\$4688.00 per month
24 month Lease	\$6094.00 per month							
36 month Lease	\$5625.00 per month							
48 month Lease	\$5156.00 per month							
60 month Lease	\$4688.00 per month							

<p>One Time Fees:</p> <p>Delivery: \$ 28305.00 Zone 1, \$26532.00 Zone 2, \$26,825.00 Zone 3, \$26,855.00 Zone 4, \$25956.00 Zone 5, \$24,892.00 Zone 6, \$23,412.00 Zone 7, \$21,823.00 Zone 8, \$25,760.00 Zone 9</p> <p>Block, level, Tie Down ABS Pads Vinyl Skirt TOTAL \$ 27961.00</p>

<p>Project Options :</p> <p>Aluminum Ramps ADA landings, ramp</p> <p>5' 4" x 10'x8 threshold landing with picket rails</p> <p>4' 4" x 18' intermediate ramp with 42/34 picket rails</p> <p>5'x5' rest landing</p> <p>4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00</p> <p>ADA Aluminum Steps- 35" - \$2200.00</p>

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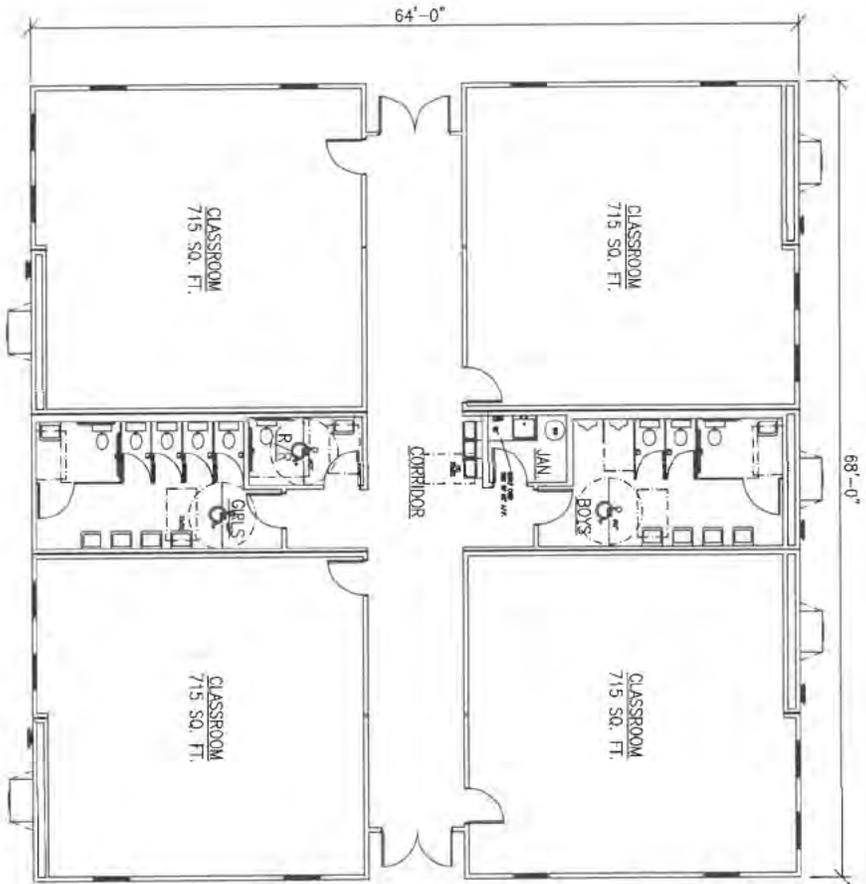


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**4 CLASSROOM
FLEX PLEX
WITH RESTROOMS**



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Drawing Date: 2020
Drawn By: VANGUARD
Scale: NTS

Project: FLEX PLEX
Drawing: 4CRIG

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

96x64 CRIG 6 classrooms with bathrooms Sale Price \$397,650.00

96x64 CRIG 6 classrooms with bathrooms

24 month Lease \$8271.00 per month
36 month Lease \$7635.00 per month
48 month Lease \$6999.00 per month
60 month Lease \$6362.00 per month

Finance lease rates are available upon request

Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance lease payments

One Time Fees:

Delivery: \$ 40,113.00 Zone 1, \$3,7593 .00 Zone 2, \$38,010.00 Zone 3, \$38,052.00 Zone 4, \$36,766.00 Zone 5, \$35,265.00 Zone 6, \$38,010.00 Zone 7, \$30,918.00 Zone 8, \$36,498.00 Zone 9

Block, level, Tie Down

ABS pads Vinyl Skirt TOTAL \$38,830.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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**6 CLASSROOM
FLEX PLEX
WITH RESTROOMS**

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Drawing Date:
2020
Drawn By:
VANGUARD
Scale:
NTS

Project:
FLEX PLEX
Drawing:
6CR1G



Modular Project Description

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

Prepared For: JMU
Project No: _____

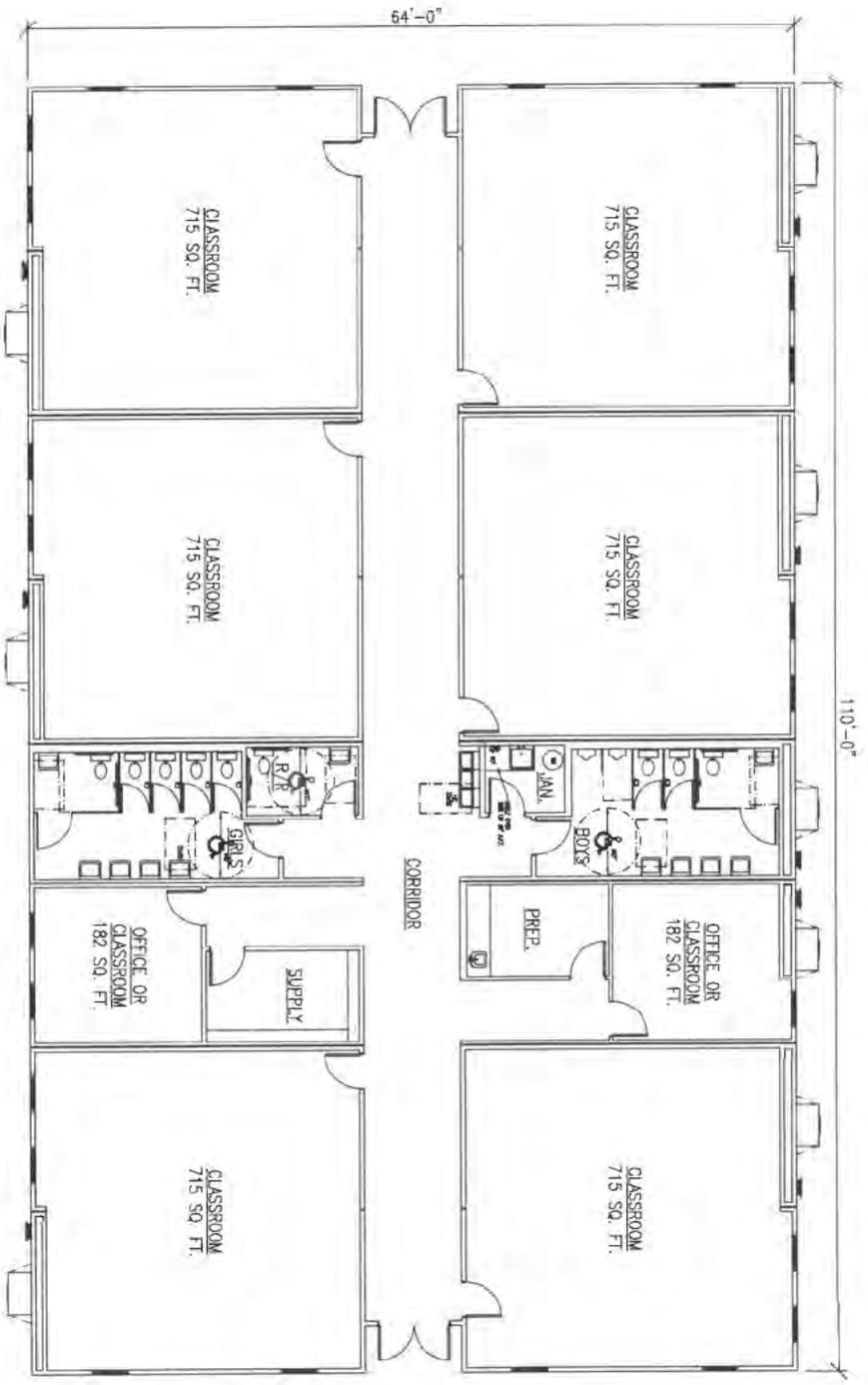
Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:	
110x64 CRIG 6 classrooms/Office with bathrooms	Sale Price \$452,338.00
110x64 CRIG 6 Classrooms/Office with bathrooms	
	24 month Lease \$9409.00 per month
	36 month Lease \$8685.00 per month
	48 month Lease \$7961.00 per month
	60 month Lease \$7237.00 per month
Finance lease rates are available upon request	
Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments	

One Time Fees:
Delivery: \$ 46,001.00 Zone 1, \$43160 .00 Zone 2, \$43,602.00 Zone 3, \$43,651.00 Zone 4, \$42,186.00 Zone 5, \$40,051.00 Zone 6, \$43,602.00 Zone 7, \$35,465.00 Zone 8, \$41,866.00 Zone 9
Block, level, Tie Down :
ABS Pads
Vinyl Skirt TOTAL:\$42,813.00

Project Options :
Aluminum Ramps ADA landings, ramp
5' 4" x 10'x8 threshold landing with picket rails
4' 4" x 18' intermediate ramp with 42/34 picket rails
5'x5' rest landing
4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00
ADA Aluminum Steps- 35" - \$2200.00

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have discussed. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary outline of your requirements.



Vanguard Modular Building Systems
 Corporate Office
 717 Constitution Drive Suite 100
 Exton, PA 19341
 877-438-8627
 www.vanguardmodular.com

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Drawing Date: 2020	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 6CR1G0FF
Scale: NTS	

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

124x64 CRIG 8 classrooms with bathrooms Sale Price \$576,075.00

124 x64 CRIG 8 Classrooms with bathrooms

24 month Lease \$10448.00 per month
36 month Lease \$9645.00 per month
48 month Lease \$8841.00 per month
60 month Lease \$8037.00 per month

Finance lease rates are available upon request

Discount : VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$ 51,920.00 Zone 1, \$48,652.00 Zone 2, \$49,195.00 Zone 3, \$49,250.00 Zone 4, \$47,596.00 Zone 5, \$45,638.00 Zone 6, \$49,195.00 Zone 7 \$40,012.00 Zone 8, \$47,235.00 Zone 9

Block, level, Tie Down :

ABS Pads

Vinyl Skirt TOTAL: \$52,125.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

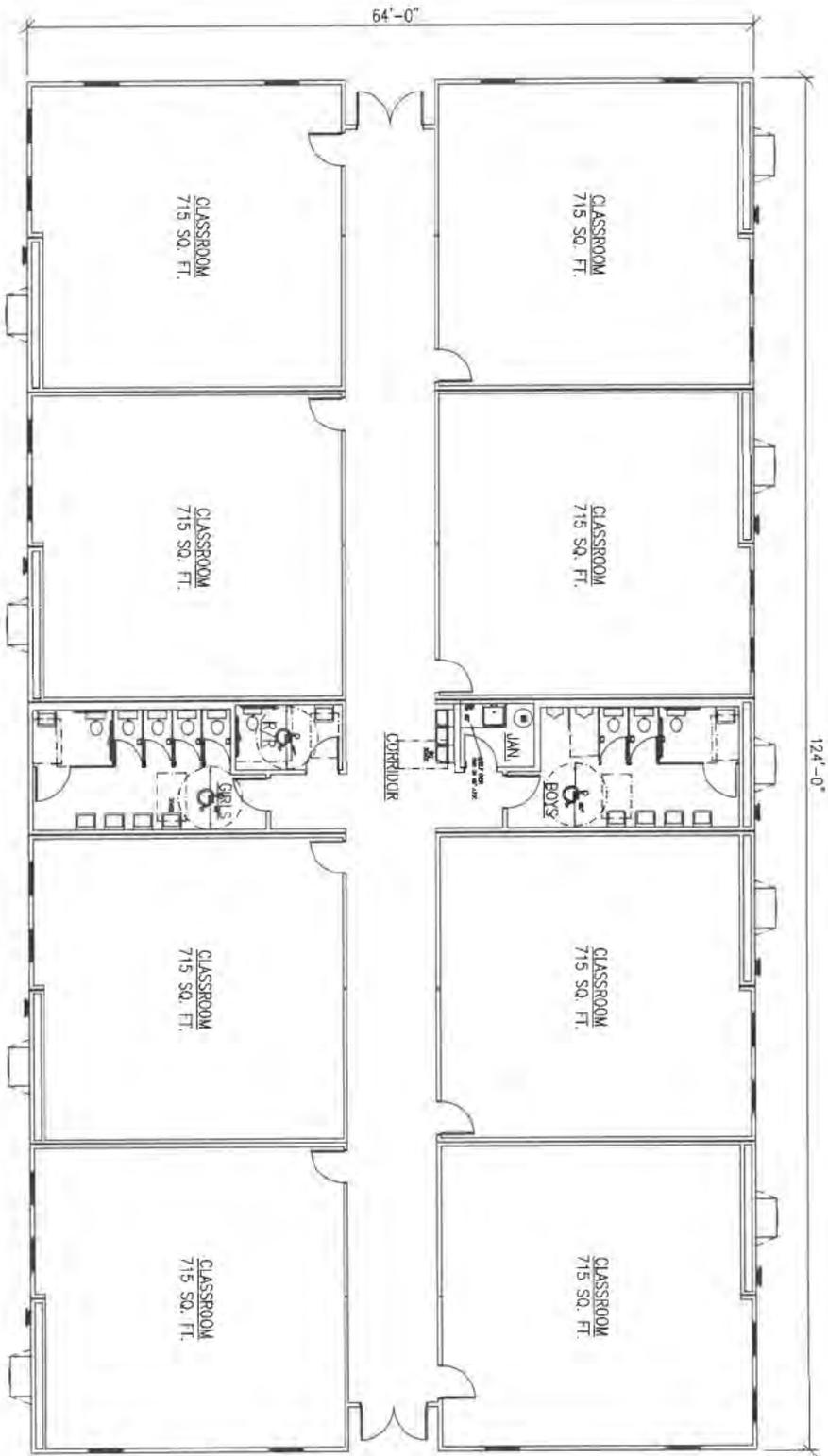
4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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**8 CLASSROOM
FLEX PLEX
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Drawing Date: 2020	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 8CR1G
Scale: NTS	

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

138x64 CRIG 8 classrooms with bathrooms Sale Price \$557,012.00

24 month Lease \$11,586.00 per month
36 month Lease \$10,695.00 per month
48 month Lease \$9803.00 per month
60 month Lease \$8912.00 per month

Finance lease rates are available upon request

Discount : VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$ 57,823.00 Zone 1, \$54,182.00 Zone 2, \$54,788.00 Zone 3, \$54,849.00 Zone 4, \$53,006.00 Zone 5, \$50,824.00 Zone 6, \$54788.00 Zone 7 \$44,560 .00 Zone 8, \$52,603.00 Zone 9

Block, level, Tie Down :

ABS pads

Vinyl Skirt TOTAL \$57,825.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

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Prepared For: JMU
Project No: _____

Estimate Date: March 5, 2021
Revision No: _____

Building Budgetary Price & Features:

152x64 10 classrooms with bathrooms Sale Price \$607,000.00

152 x64 10 Classrooms/Office with bathrooms

24 month Lease \$12,610.00 per month

36 month Lease \$11,640.00 per month

48 month Lease \$10670.00 per month

60 month Lease \$9700.00 per month

Finance lease rates are available upon request

Discount VMBS will offer a 2% discount for payment made net 10 days and / or a 3% discount for annual in advance payments

One Time Fees:

Delivery: \$ 63,727.00 Zone 1, \$59,713 .00 Zone 2, \$48,304.00 Zone 3, \$60,448.00 Zone 4, \$58,416.00 Zone 5, \$56,010.00 Zone 6, \$55,284.00 Zone 7 \$49,108 .00 Zone 8, \$57,973.00 Zone 9

Block, level, Tie Down

ABS Pads

Vinyl Skirt TOTAL \$ 63,706.00

Project Options :

Aluminum Ramps ADA landings, ramp

5' 4" x 10'x8 threshold landing with picket rails

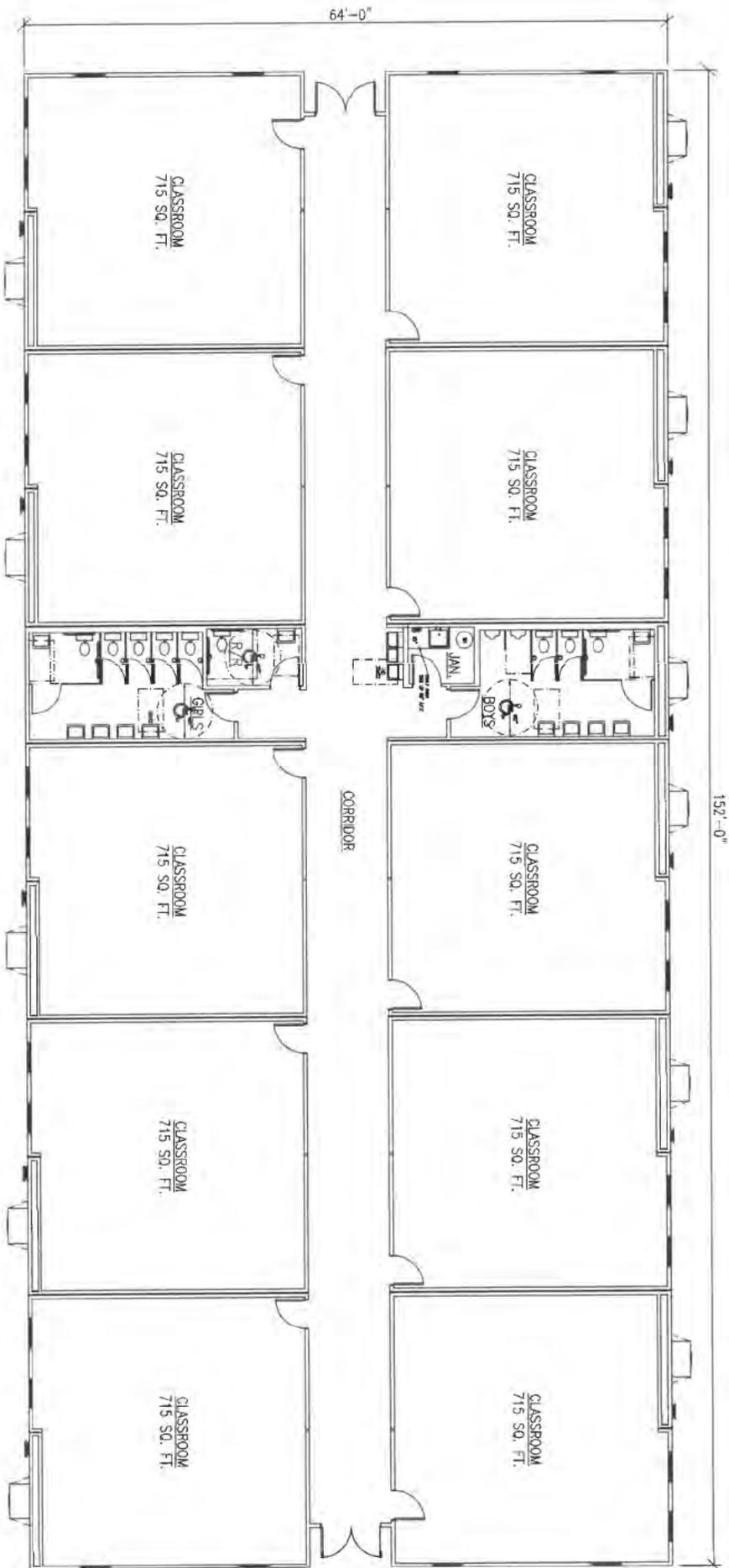
4' 4" x 18' intermediate ramp with 42/34 picket rails

5'x5' rest landing

4' 4" x 18' end ramp with 42/34 picket rails \$13,500.00

ADA Aluminum Steps- 35" - \$2200.00

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have discussed. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary outline of your requirements.



VANGUARD
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Drawing Date:
2020
Drawn By:
VANGUARD
Scale:
NTS

Project:
FLEX PLEX
Drawing:
10CR1G

Delineation of Responsibilities

Division	Sub	Description	VMBS	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting			X
		Portable Toilets			X
		Temporary Water & Power			X
	1502	Site Cleanup/Dumpster	X		
	1700	Closeout/Acceptance	X		
	1900	Miscellaneous			X
		Taxes		X	
		Prevailing Wage Scale (Davis-Bacon)			X
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
DIVISION 2 : SITE WORK					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control		X	
	2660	Final Connection of Domestic Water To Building Line (including modular seam crossover piping in ceiling)		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		X	
	2900	Landscaping / Fine Grading		X	
		Seeding		X	
		Restoration			
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations/ ABS pads only	X		
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)	X		
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood)			X
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring without carpet bar	X		
	9680	Carpeting with carpet bar	X		

Initials: _____

Delineation of Responsibilities

Division	Sub	Description	VMBS	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards		X	
	10425	Signage/Braille		X	
	10520	Fire Extinguishers		X	
	10532	Awnings		X	
	10800	Toilet Accessories		X	
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	x		
	13122	Piers	x		
		Dry-Stack On ABS Pads	x		
		Surface Bond Dry Stack			x
	13123	Set-up	x		
		Structurally Connect Modular Floors & Roofs	x		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	x		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	x		
	13126	Anchor Modular Units Per Design Criteria	x		
	13127	Vinyl Skirting (Frame, Venting, Access Panel Included)	x		
	13128	Roof Seaming	x		
	13151	Site Construct Connector Corridors			x
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		x	
		Main Disconnect For Modular Building Connection		x	
		Supply and Install MDP		x	
	16610	Fire / Smoke Alarm Systems		x	
	16620	Security Intrusion System		x	
	16740	Clocks/Bells		x	
	16750	Communication Systems in Modular		x	
		Tap & Extend Existing Comm Service To Site		x	
		Final Connection of Comm System in Modular		x	
	16770	Data Systems in Modular		x	
		Tap & Extend Existing Data Service To Site		x	
		Final Connection of Data System in Modular		x	

Initials: _____

(modular project) Terms & Exclusions

Terms

1.	Unless otherwise specified, Proposal is valid for 30 calendar days from the "Proposal Date"
2.	Vanguard's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal is contingent on mutually acceptable contract terms
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, Vanguard will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, Vanguard shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by Vanguard. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described.
8.	Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges
9.	Vanguard will take reasonable protective precautions to avoid damage to property and equipment. Vanguard will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE - Vanguard Modular Building Systems, LLC will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). Vanguard does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect Vanguard's interests.
11.	INDEMNIFICATION - Vanguard Modular Building Systems, LLC will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by Vanguard's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). Vanguard is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of Vanguard. In no event shall Vanguard be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

X = Excluded	
x	1. Impact fees
x	2. All applicable taxes (sales, property & use)
x	3. Bonding
x	4. Special insurance
x	5. Cranes and additional spotting apparatus
x	6. Fire suppression system
x	7. Site security (unless otherwise stated)
x	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
x	9. Tap fees and lift station (if required)
x	10. Exterior fire rating
x	11. Architect and engineering fees
x	12. Rock removal
x	13. Off-site spoilage removal
x	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
x	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
x	16. Lightning protection
x	17. Temporary access roads and walkways
x	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
x	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
x	20. Portable toilets
x	21. Laboratory and field testing of materials
x	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
x	23. Costs associated with easement(s)

Initials: _____



VANGUARD
MODULAR BUILDING SYSTEMS

www.VanguardModular.com

modular project
Site Requirements

Site Requirements

<i>X = Applicable</i>	
x	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
x	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
x	3. Assumes site with 3,000 psf soil bearing capacity, bearing tests to be provided by Customer
x	4. All site plans and surveys to be provided by Customer
x	5. All underground utilities are to be clearly marked and flagged
x	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
x	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
x	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
x	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
x	10. Site preparation by Customer
	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
x	12. Main electrical service to building panels by Customer
x	13. Customer is solely responsible to inform VMBS if site location is in a flood or fire zone
x	14. Customer is responsible for building maintenance

Initials: _____



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modular project
Important Clarifications

Site must be level and easily accessible by truck
No footers quoted unit to be set on ABS pads
Permits and all utility connections by others
Skirt is vinyl
Ramps and steps are aluminum
No fire alarms or data or telecom included
Sidewalks , canopies are not included
Teardown and return charges are not included
Bathroom additions or removal pricing upon request
BUILDING PRICES AND ALL ONE TIME CHARGES ARE BUDGETARY

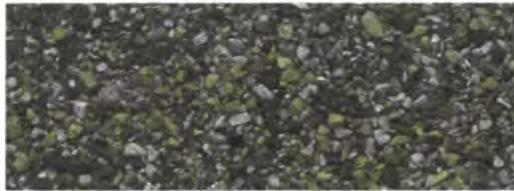
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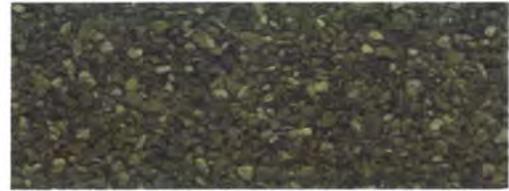
VANGUARD
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FSSI
SHINGLE COLOR SELECTION



BEACHWOOD SAND



DESERT TAN



BROWNWOOD



DRIFTWOOD



ONYX BLACK



ESTATE GRAY



ANTIQUE SILVER



SHASTA WHITE



SURF GREEN



CHATEAU GREEN



SPANISH RED

FSSI

PAINT COLOR SELECTIONS



Casa Blanca - SW 2060



Blue Spruce - SW 3008



Rock Rose - SW 3016



Navajo White - SW 3005



Pineneedle - SW 3009



Brickdust - SW 2715



Sand Castle - SW 3006



Driftwood - SW 3027



Sequoia - SW 3015



Lodge Brown - SW 3007



Ironwood - SW 3028



Black Adler - SW 3022

FSSI

EXTERIOR SIDING SELECTION

HI-RIB STEEL



LIGHT
STONE



LIGHT
GRAY



HAWAIIAN
BLUE



GALLERY
BLUE



FOREST
GREEN



COCOA
BROWN



CLAY



CHARCOAL



BURNISHED
SLATE



BURGUNDY



BONE
WHITE



BARN RED

PURE
WHITE

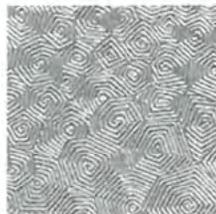
POLAR
WHITE



PATRIOT
RED



MOCHA
TAN



GALVALUME

FSSI

EXTERIOR SIDING SELECTION

VINYL SIDING



DRIFTWOOD



APSEN WHITE

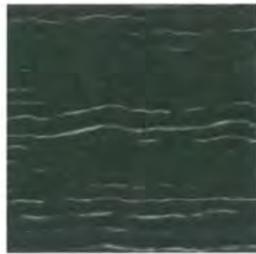


PEARL

.019 ALUMINUM SIDING



#440
BROWN



#192
GREEN



#509
BRANDYWINE



#159
GRAY



#171
GRAY



#115
CREAM



#101
WHITE

FSSI

FLOOR COVER SELECTIONS

CARPET



GROUND
PEPPER



COFFEE
FROST



MANHATTAN
SKY



BRAMBLE



SLIPPERY
ROCK

VCT TILE



BLUE/GRAY



COOL WHITE



FORTRESS WHITE

CORLON ROLL VINYL



WHITE CLIFFS



GRANITE GRAY



DEVON BEIGE

VINYL COVE BASE COVE



BLACK



BROWN



GRAY

FSSI
WALL COVER SELECTIONS

FRP



ALMOND



WHITE



GRAY

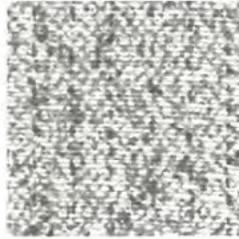
VINYL COVERED SHEETROCK



THREADS
SAVANNAH



BIRKLEY
THISTLE



HAMPTON
GRAY



LOOMA
BEIGE

FSSI
FORMICA SELECTIONS

FORMICA



DOVE
GRAY



NATURAL
ALMOND

FROSTY
WHITE



**Sapa Extrusions Inc.
(REDD Team)**

UNIVERSAL RAMP SYSTEM SPECIFICATIONS

(PLACE AN "X" IN THE BOX BY ALL APPLICABLE ITEMS)

OVERVIEW

SCOPE OF WORK: PROVIDE PREFABRICATED
MODULAR ALUMINUM ACCESS RAMPS

PART 1 - SUBMITTALS

- 1.1 Product Literature must be submitted with bid.
- 1.2 Warranty must be submitted with bid.
- 1.3 Shop Drawings: Include detailed shop drawings upon receipt of purchase order.
- 1.4 Engineering: Provide sealed professional engineering drawings upon request.

PART 2 - QUALITY ASSURANCE

- 2.1 Manufacturer: Sapa Extrusions (REDD Team), 248 W. Greene St., Magnolia, Arkansas 71754. Call toll free: 1-800-779-5509. Fax 1-866-840-4566. Find our web site at <http://www.reddteam.com> or e-mail us at AAR-ReddTeamCustomerService@sapagroup.com. Any alternate manufacturer must be approved prior to bid opening.
- 2.2 All components shall be universal so that a ramp system can be relocated and assembled into many different configurations.
- 2.3 Design of the aluminum members shall conform to the Current Edition of the Aluminum Association Specifications and Guidelines for Aluminum Structures.
- 2.4 Aluminum welding shall be in accordance with the ANSI/AWS D1.2-97 gas metal arc welding process and shall be performed by experienced operators.
- 2.5 All exposed surfaces shall be smooth and free of sharp or jagged edges.
- 2.6 Warranty: Sapa Extrusions Inc. (REDD Team), warrants its products to be free from defects in material and workmanship in the course of manufacturing for a period of one year beginning at date of delivery of product. This warranty excludes any defects resulting from abnormal use in installation, service, accidental or intentional damage or any occurrences beyond the manufacturer's control.

PART 3 - PRODUCTS

3.1 RAMP SECTIONS

3.1.1 Engineering

- a. Ramp Sections shall be designed for a minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds distributed uniformly over an area of 1 square foot.

3.1.2 Materials

3.1.3 Design

- a. Ramp sections shall be prefabricated in typical 6', 8' and 10' lengths. Custom lengths shall be fabricated as requested.
- b. All ramp sections shall be designed for variable heights and slopes.
- c. Ramp walking surface width shall be:
 36 inches 48 inches 60 inches Other
- d. The walking surface of the ramp shall be continuous, without gaps, and shall be 1 ½ inch X 6 inch and/or 1 ½ inch X 8 inch self mating aluminum deck with extruded slip resistant surface. Coefficient of friction shall be .93.
- e. All ramp sections shall have a 3" minimum curb or toe plate.

3.2 LANDINGS

3.2.1 Engineering

- a. Landings shall be designed for a minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds distributed uniformly over an area of 1 square foot.

3.2.2 Materials

- a. Landings shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.

3.2.3 Design

- a. Landings shall be prefabricated in typical 5'-4" X 5'-4" sections. Larger sizes will be fabricated as required by local codes and for specific applications as indicated on drawings.
- b. Landings shall be designed for variable heights.
- c. The walking surface of the landing shall be continuous, without gaps, and shall be 1 ½" X 6 inch and/or 1 ½" X 8" self mating aluminum deck with extruded slip resistant surface.

3.3 LEGS

3.3.1 Engineering

- a. The legs shall be designed to support the ramp and landing sections. (See sections 3.1.1.a & 3.2.1.a)

3.3.2 Materials

- a. Legs shall be all aluminum construction alloy 6061-T6.
- b. All fasteners shall be grade 304 stainless steel.

3.3.3 Design

- a. The legs shall telescope and allow for height and slope adjustments. The legs shall be designed so that they will be perpendicular to the ground and vertical loads are transmitted axially through them regardless of the slope.
- b. All legs shall be through bolted using stainless steel bolts grade 304.
- c. All legs shall have ¼" X 6" X 10" pads.

3.4 42" TALL VERTICAL PICKET GUARDRAILS WITH 34" AND OPTIONAL 23" HANDRAILS



a. Ramp Sections shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.

3.4.1 Engineering

a. Guardrails and handrails shall be designed to resist a single concentrated load of 200 pounds applied at any point and in any direction at the top of the guardrail or handrail and to transfer this load through the supports to the structure.

b. Guardrails shall be designed and constructed to resist a load of 50 pounds per linear foot applied horizontally at the required guardrail height and a simultaneous load of 100 pounds per linear foot applied vertically downward at the top of the guardrail.

c. Guardrails shall be designed and constructed to resist a 200 pound concentrated horizontal load applied over a one square foot area at any point in the system. Note: The loading of 3.4.1.a, 3.4.1.b and 3.4.1.c shall not be applied simultaneously.

d. Handrails shall be designed and constructed to resist a load of 50 lbs per linear foot applied in any direction. Note: The loading conditions of 3.4.1.a and 3.4.1.d shall not be applied simultaneously.

3.4.2 Materials

a. All handrail and guardrail shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

3.4.3 Design

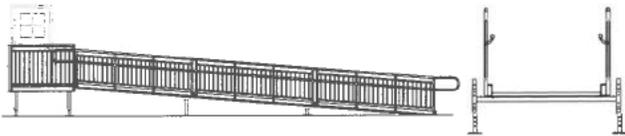
a. Handrail gripping surface shall be smooth and continuous throughout ramp sections and landings.

b. The upper handrail shall be 1 ¼" schedule 40 pipe. The top of the upper handrail shall be placed 34" above the walking surface.

c. Optional lower handrail shall be 1 ¼" schedule 40 pipe. The top of the lower handrail shall be 23" above the walking surface.

d. Guardrails shall form a protective barrier of a minimum of 42" high. Guardrails shall be designed such that a 4" sphere cannot pass through any opening.

3.5 34" OR 38" TALL VERTICAL PICKET HANDRAILS WITH OPTIONAL 26" HANDRAILS



3.5.1 Engineering

a. Guardrails and handrails shall be designed to resist a single concentrated load of 200 pounds applied at any point and in any direction at the top of the guardrail or handrail and to transfer this load through the supports to the structure.

b. Guardrails shall be designed and constructed to resist a load of 50 pounds per linear foot applied horizontally at the required guardrail height and a simultaneous load of 100 pounds per linear foot applied vertically downward at the top of the guardrail.

c. Guardrails shall be designed and constructed to resist a 200 pound concentrated horizontal load applied over a one square foot area at any point in the system. Note: The above loading shall not be applied simultaneously.

3.5.2 Materials

a. All Handrails and Guardrails shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

3.5.3 Design

a. Handrail gripping surface shall be smooth and continuous throughout ramp sections and landings.

b. The upper handrail (top cap) shall be 1 ¼" schedule 40 pipe. The top of the upper handrail shall be placed 34" or 38" above the walking surface.

c. Optional lower handrail shall be 1 ¼" schedule 40 pipe. The top of the lower handrail shall be 26" above the walking surface.

d. Handrails shall form a protective barrier of a minimum of 34" or 38" high. Handrails shall be designed such that a 4" sphere cannot pass through any opening.

3.6 34" OR 38" TALL TWO LINE HANDRAILS



3.6.1 Engineering

a. Two Line Handrails shall be designed to resist a concentrated load of 200 pounds applied at any point and in any direction. Handrails shall also be designed to resist a load of 50 pounds per linear foot in any direction. Note: The above loadings shall not be applied simultaneously.

3.6.2 Materials

a. All Handrails shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

3.6.3 Design

a. Handrail gripping surface shall be smooth and continuous throughout ramp sections.

b. Handrails shall be 1 ¼" schedule 40 pipe. The top of the handrail shall be placed 34" or 38" above the walking surface.

3.7 FINISHING

a. Handrails and Guardrails shall be mill finish.

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Recycled Content Aluminum Extrusion Products



Sapa Fabricated Products – Magnolia, Arkansas

At Sapa Corporation, we have made environmental responsibility a key consideration throughout our organization. We are committed to reducing the impact of our business on the environment by placing a priority on environmental, health, and safety standards in operations, and considering environmental factors in product and process design, and manufacturing methods.

Products produced at our manufacturing facility in Magnolia, Arkansas contain the maximum percentage of post-consumer aluminum possible, given quality and material strength considerations.



We are proud to manufacture from raw material containing approximately 25% post-consumer recycled aluminum. Components such as glass from our suppliers contain a similarly high level of recycled content. Our facility recycles 100% of all aluminum scrap generated here in Magnolia, and our aluminum products themselves can be completely recycled into new raw material. Our

anodizing lines utilize state of the art equipment to minimize waste generation, and we recognized significant reductions in water consumption and landfill utilization over calendar year 2008.

Sapa is a member of the US Green Building Council, and is committed to responsible stewardship of the resources used in the production of our products. We constantly strive to reduce the environmental impact of our products, our facilities and our processes.



Kevin Stuban
General Manager



Aluminum access solutions

All aluminum
access systems

REDD TEAM

OUR MISSION

We live our values and measure our success by the success of our customers, shareholders, communities and people. We support our customer's success by creating exceptional value through innovative products and service solutions.

Hydro, home of REDD Team, is the industry leader in aluminum fabrication for commercial and municipal accessibility applications. Hydro's Research and Development capabilities, combined with over 100 years of experience in the aluminum industry, bring the ability to provide superior service and solutions for our customers. Call or visit us online to see how Hydro can begin serving you.



OUR SERVICE

Hydro is a nationwide aluminum extruder and custom fabricator. From our facility in Delhi, Louisiana, we offer REDD Team access solutions in both custom and stock configurations. Our total service package provides engineering and design support for all your site needs, with fast and efficient delivery to virtually any location in the country. Professional customer service representatives support the system by looking after common needs as well as detailed solutions. Our people and our systems are totally dedicated to serving our clients.



OUR PRODUCT

REDD Team is the brand most chosen by the professional installer. Ease of installation, safety and overall durability are just some of the key features value-engineered into each of our products.

Our clients appreciate the fact that all of our products are available in both standard and custom configurations.

PRODUCT QUALITY

Performance and Durability—Every REDD Team product is engineered to exacting standards and mechanically tested to ensure a long lasting, maintenance-free, product. Safety, cleaning and ease of installation are just a few of the features value engineered into each of our product categories. To prevent any type of discoloration or performance issues, only the finest stainless steel fasteners are used to secure our products.



ADVANTAGES OF ALUMINUM

Aluminum is lightweight, durable and corrosion resistant. Aluminum alloys can exhibit the same strength as many structural steels, but at a third of the weight. Unlike other metals, aluminum will never rust. The unique properties of aluminum make it the ideal choice for construction applications.

Aluminum is 100% recyclable and environmentally friendly. It is one of the most plentiful elements on earth. The demand and usage of aluminum will continue to rise as reduced energy consumption becomes increasingly more vital to our environment. Choosing aluminum is a choice for the environment.

Code Compliant Stairs

OSHA and General Code

GENERAL CODE STEPS

- All aluminum construction
- Landing and stairs designed for 100 psf live load and a concentrated load of 300 lbs.
- Hand/Guard rails designed for 200 lbs. force applied at any point along top of rail
- Welding is performed in accordance with ANSI/AWS D 1.2-97 GMAW process by experienced operators
- Assembles in less than 15 minutes
- All components are universal to be relocated and assembled for doorway at either side of building
- Slip-resistant self-draining interlocking aluminum deck

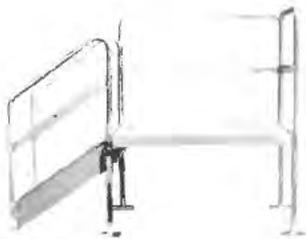


Dura-Grip™ General Code Steps
(28", 35", 42", 49")

OSHA GRADE STEPS

- All aluminum construction
- Landing and stairs designed for 100 psf live load and a concentrated load of 300 lbs.
- Hand/Guard rails designed for 200 lbs. force applied at any point along top of rail

- Welding is performed in accordance with ANSI/AWS D 1.2-97 GMAW process by experienced operators
- Assembles in less than 10 minutes
- All components are universal to be relocated and assembled for doorway at either side of building
- Slip-resistant self-draining interlocking aluminum deck



Dura-Grip™ OSHA Code Steps
(14", 25.5", 28", 34", 35")



OSHA Code Flex Step
(28"/35" or 42"/49")



OSHA Code Fixed Step
(30")



- Slip-resistant Dura-Grip™ deck
- Independently adjustable legs
- No painting or corrosion
- Long life-cycle
- Minimal parts and maintenance free
- ADA ramps and platforms also available

Ramps & Stairs

Universal Access Products

MULTIPLE APPLICATIONS

- Portable classrooms
- Site built retrofits and new construction
- Temporary office buildings
- Industrial and commercial buildings
- Multiple story site or prefabricated buildings
- Walkways between buildings

- All aluminum construction
- Reconfigurable
- Recyclable
- 1 year warranty
- Code Compliance - ADA, IBC, UBC, BOCA, SBC, SREF, Life Safety 101

OTHER ACCESS SYSTEMS ARE HIGH MAINTENANCE AND MAY NOT MEET ADA AND LOCAL BUILDING CODES

- Wood access systems are high maintenance; they warp, rot, splinter and have nails or screws that can become hazardous
- Steel is heavy and difficult to maneuver, it rusts and will need sanding and repainting
- Concrete uses heavy equipment to set or relocate with a higher installation cost and requires more space between buildings

The right choice is REDD Team Aluminum products. The Universal Ramp and Stair Systems provide safety with a valuable cost savings over the life of the system. You save every time you need to install, move or reconfigure your modular buildings.



Pedestrian Bridges & Gangways

IDEAL FOR CAMPUS FACILITIES AND PUBLIC WORKS

- Designed for safety
- Experience with all levels of government
- Will assist with specification decisions

GOLF COURSES, PARKS AND RECREATION

- Choice of handrail designs
- Choice of decking
- Custom designed for load requirements
- Meets state and federal codes

ALUMINUM DECKING OPTIONS

- Slip-resistant aluminum
- Wood polymer composite
- Other

GANGWAYS

- Easy access to water for disabled citizens and children
- Fast installation
- Fast lead times
- Custom designed and engineered
- One-year warranty



- Slip-resistant Dura-Grip™ deck
- Independently adjustable legs
- No painting or corrosion
- Long life-cycle
- Minimal parts and maintenance free
- ADA ramps and platforms also available



Viewing Platforms, Stair Towers & Trailer Steps

VIEWING PLATFORMS

- Long life cycle
- Simple installation
- Code compliant

STAIR TOWERS

- Custom designed and engineered
- Strong and durable
- Slip resistant aluminum

TRAILER STEPS

- Very long life cycle
- Lightweight
- Strong and durable
- Slip resistant



- Maintenance-free aluminum
- Pre-engineered
- Smooth continuous handrails
- Choice of slip resistant decking



Why REDD Team?



PRODUCT QUALITY

PRODUCT QUALITY

Every REDD Team aluminum access product is engineered to exacting standards and mechanically tested to ensure a long-lasting, maintenance free product.



SUPERIOR SERVICE

SUPERIOR SURFACE

Our total service package provides engineering and design support for all your site needs, with fast and efficient delivery to virtually any location in the country.



EASE OF INSTALLATION

EASE OF INSTALLATION

At one-third the weight of steel, aluminum offers easy transportation and installation on the site. Our aluminum ramps and stairs arrive pre-built for fast and easy installation.



CUSTOM SOLUTIONS

CUSTOM SOLUTIONS

Our decades of experience means REDD Team can offer solutions for nearly virtually all access requirements. Custom access solutions are also available.



Hydro
125 Superior Drive Delhi, LA 71232
Phone: 1-800-648-3696
E-mail: del_reddteam.us@hydro.com

www.reddteam.com



Of US and global materials



Information and specifications herein subject to change without notice

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Rev. 2/20

THIS DRAWING PREPARED FOR:

35" GENERAL CODE ACCESS STAIR SYSTEM

THIS DRAWING PREPARED BY:

HYDRO
REDD Team
Delhi, Louisiana
1-800-779-5509

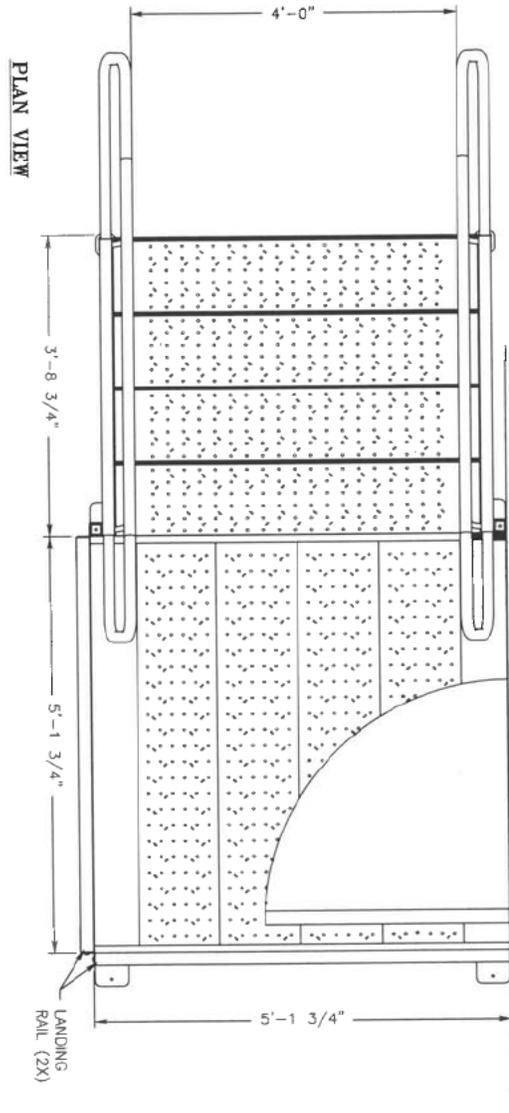
PRODUCT REQUESTED:
ALUMINUM STAIR SYSTEM
WITH 42" HIGH VERTICAL PICKET RAILS

CONTRACTOR/PURCHASER IS RESPONSIBLE FOR VERIFYING LAYOUT AS WELL AS ANY CRITICAL DIMENSIONS & THRESHOLD ELEVATIONS PRIOR TO FABRICATION.
A SIGNED AND DATED APPROVAL IS REQUIRED TO BEGIN PRODUCTION.

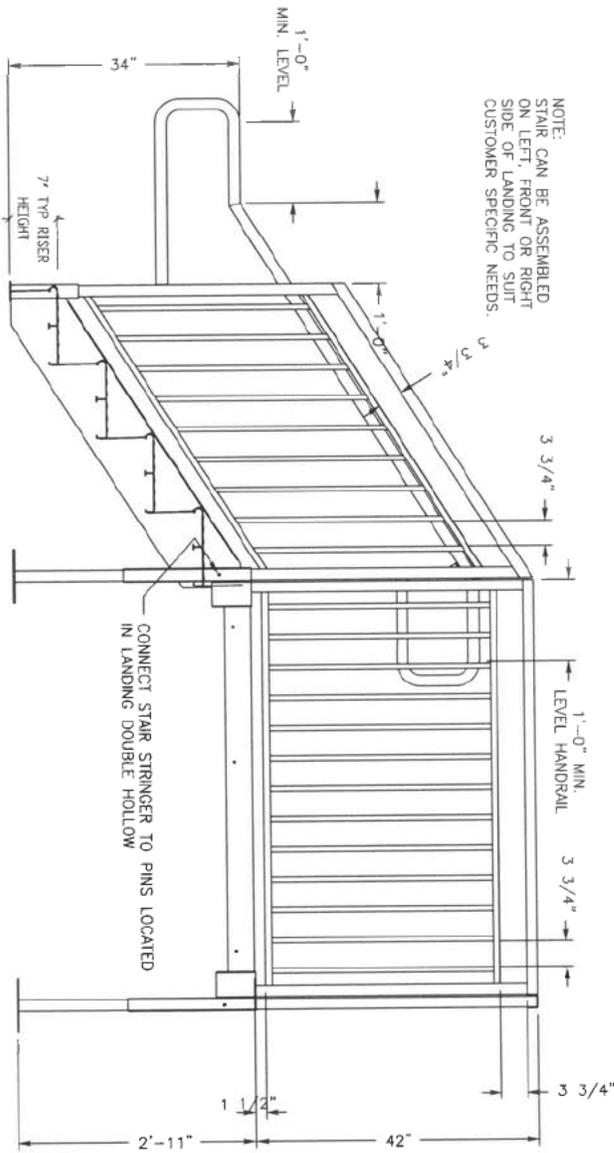
BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE REVIEWED ALL CRITICAL INFORMATION THAT IS LISTED WITHIN THIS DOCUMENT AND ASSUME RESPONSIBILITY FOR ANY VARIANCES ON SITE.

DATE: _____
SIGNATURE: _____

- GENERAL NOTES:**
1. ALUMINUM RAMP, LANDING AND STAIR SECTIONS SHALL BE A RIGID, FREE-SPAN DESIGN.
 2. DESIGN OF THE ALUMINUM STRUCTURES SHALL CONFORM TO THE CURRENT EDITION OF THE ALUMINUM ASSOCIATION SPECIFICATIONS AND GUIDELINES FOR ALUMINUM STRUCTURES.
 3. ALL ALUMINUM CONSTRUCTION USING 6000 SERIES ALUMINUM ALLOYS. STRUCTURAL MEMBERS TO BE 6061-T6, 6063-T6 AND 6005-T5 ALUMINUM ALLOY.
 4. ALUMINUM WILL BE STANDARD MILL FINISH UNLESS OTHERWISE NOTED.
 5. WELDING SHALL BE IN ACCORDANCE WITH ANSIAWMS D1.2/D1.2M-2014 GAS METAL ARC WELDING (GMAW) PROCESS BY EXPERIENCED OPERATORS.
 6. ALL FASTENERS TO BE 18-8 (SERIES 304) STAINLESS STEEL UNLESS OTHERWISE NOTED.
 7. LANDING, RAMP AND STAIR SECTIONS ARE TO BE ENGINEERED FOR A 100 PSF LIVE LOAD.
 8. LANDING AND RAMP WALKING SURFACES SHALL BE DESIGNED FOR A MINIMUM CONCENTRATED VERTICAL LOAD OF 300 LBS APPLIED EVENLY OVER A 12" x 12" AREA. STAIR TREADS SHALL BE DESIGNED TO WITHSTAND A MINIMUM CONCENTRATED LOAD OF 300 LBS OVER A 4 SQUARE INCH AREA.
 9. RAMP AND LANDING GUARDRAILS TO BE 42 INCH MINIMUM HEIGHT UNLESS OTHERWISE SPECIFIED. (34 AND 38 INCH TWO-LINE RAMP RAILS AND 34 AND 38 INCH VERTICAL PICKET RAMP RAILS AS WELL AS CUSTOM DESIGN RAMP RAILS AVAILABLE UPON REQUEST FOR SYSTEMS NO MORE THAN 30 INCHES ABOVE FINISHED GROUND LEVEL.)
 10. HANDRAIL ASSEMBLIES AND GUARDRAILS SHALL BE DESIGNED TO RESIST A LOAD OF 50 PLF APPLIED IN ANY DIRECTION AT THE TOP OF THE RAIL.
 11. HANDRAIL ASSEMBLIES AND GUARDRAILS SHALL BE ABLE TO RESIST A SINGLE CONCENTRATED LOAD OF 200 LBS, APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP OF THE RAIL. THIS LOAD NEED NOT BE ASSUMED TO ACT CONCURRENTLY WITH THE LOADS SPECIFIED IN THE PRECEDING PARAGRAPH.
 12. INTERMEDIATE RAILS (ALL THOSE EXCEPT HANDRAILS), BALUSTERS AND PANEL FILLERS SHALL BE DESIGNED TO WITHSTAND A HORIZONTALLY APPLIED NORMAL LOAD OF 50 LBS ON AN AREA EQUAL TO 1 SQUARE FOOT, INCLUDING OPENINGS AND SPACE BETWEEN RAILS.
 13. GUARDRAIL SYSTEMS SHALL BE DESIGNED SO THAT A 4 (FOUR) INCH SPHERE CANNOT PASS THROUGH ANY OPENING.
 14. DECK SURFACE SHALL BE A SLIP RESISTANT, EXTRUDED ALUMINUM DECKING WITH A TRIPLE I-BEAM, SELF-MATTING DESIGN.
 15. ALL SURFACES, MEMBERS AND THEIR WELDED JOINTS SHALL BE SMOOTH AND FREE FROM SHARP OR JAGGED EDGES.
 16. ALL DESIGNS SHOWN HEREIN ARE SUBJECT TO CHANGE PENDING FIELD VERIFICATION OF EXISTING CONDITIONS.

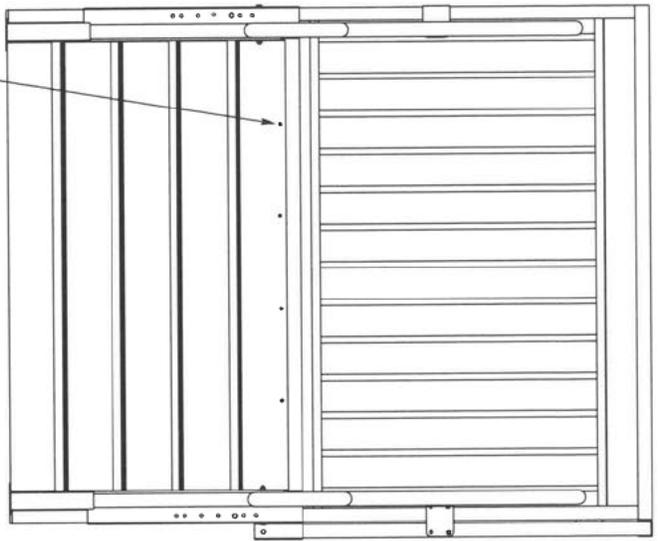


NOTE:
STAIR CAN BE ASSEMBLED
ON LEFT, FRONT OR RIGHT
SIDE OF LANDING TO SUIT
CUSTOMER SPECIFIC NEEDS.



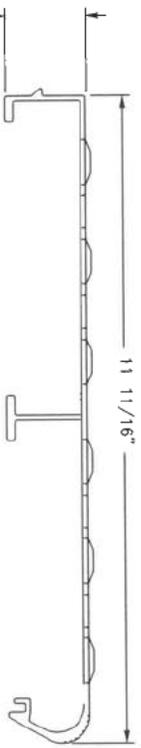
5 RISER GENERAL CODE STAIRWAY
ONE 8 RISER STAIRWAY WITH VERTICAL PICKET RAILING & ONE 5'-1 3/4" X 5'-1 3/4" LANDING
SCALE: NIS





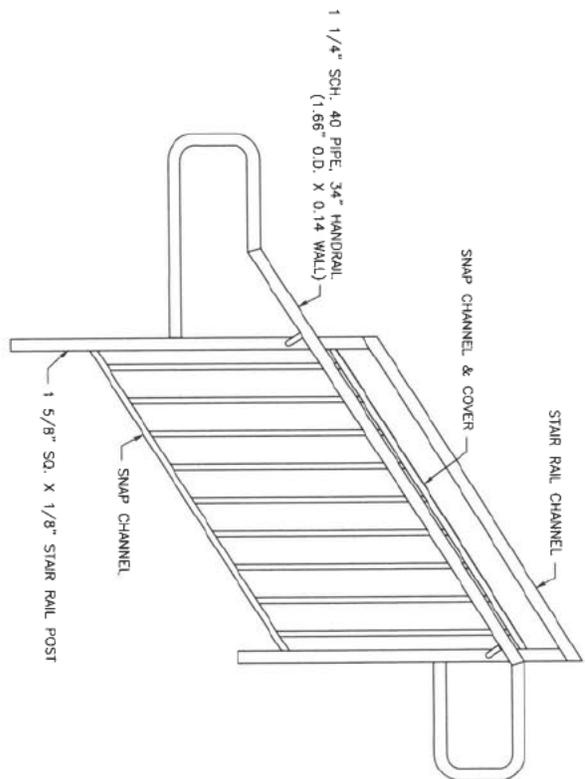
FRONT VIEW: 5 RISER STAIR

WITH VERTICAL PICKET RAILING
SCALE: NTS



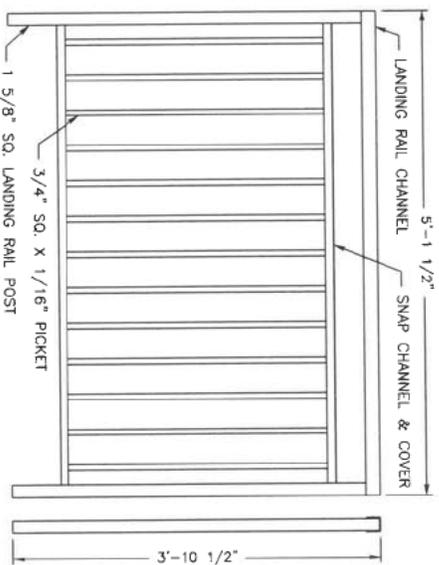
SECTION VIEW: STAIR TREAD

SCALE: NTS



5 RISER GEN CODE STAIR RAIL

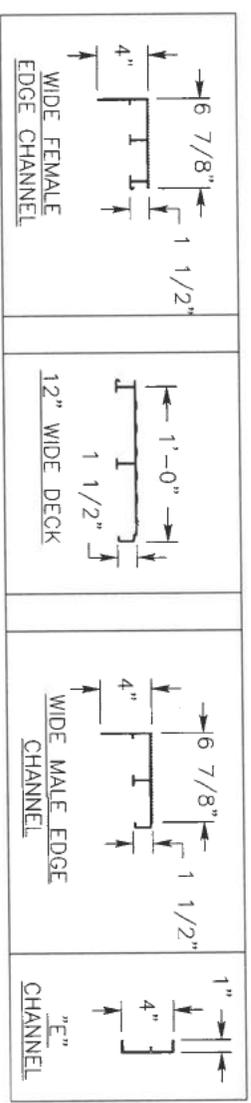
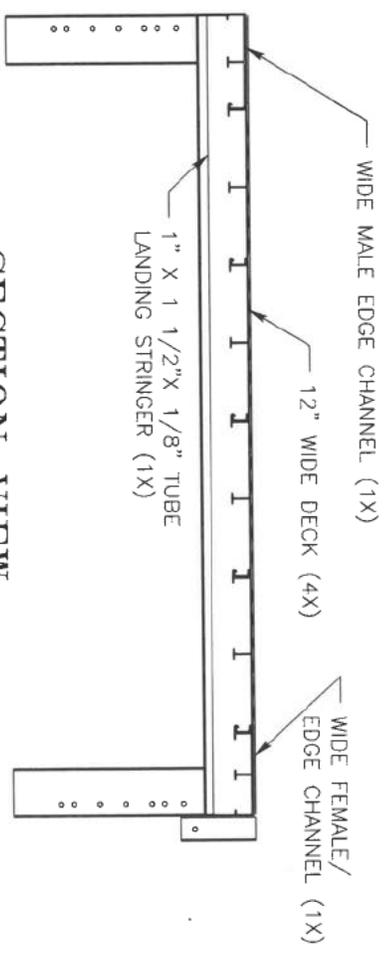
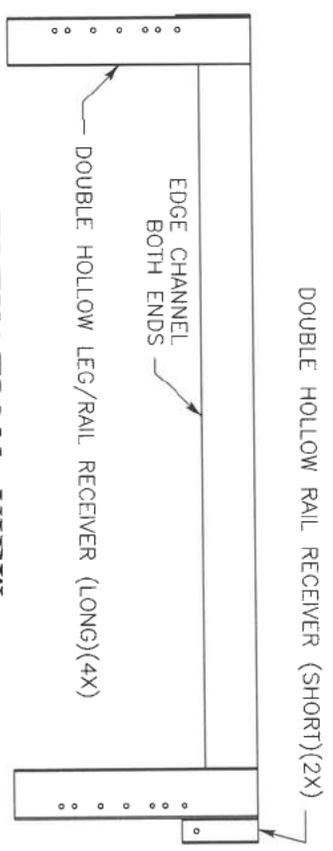
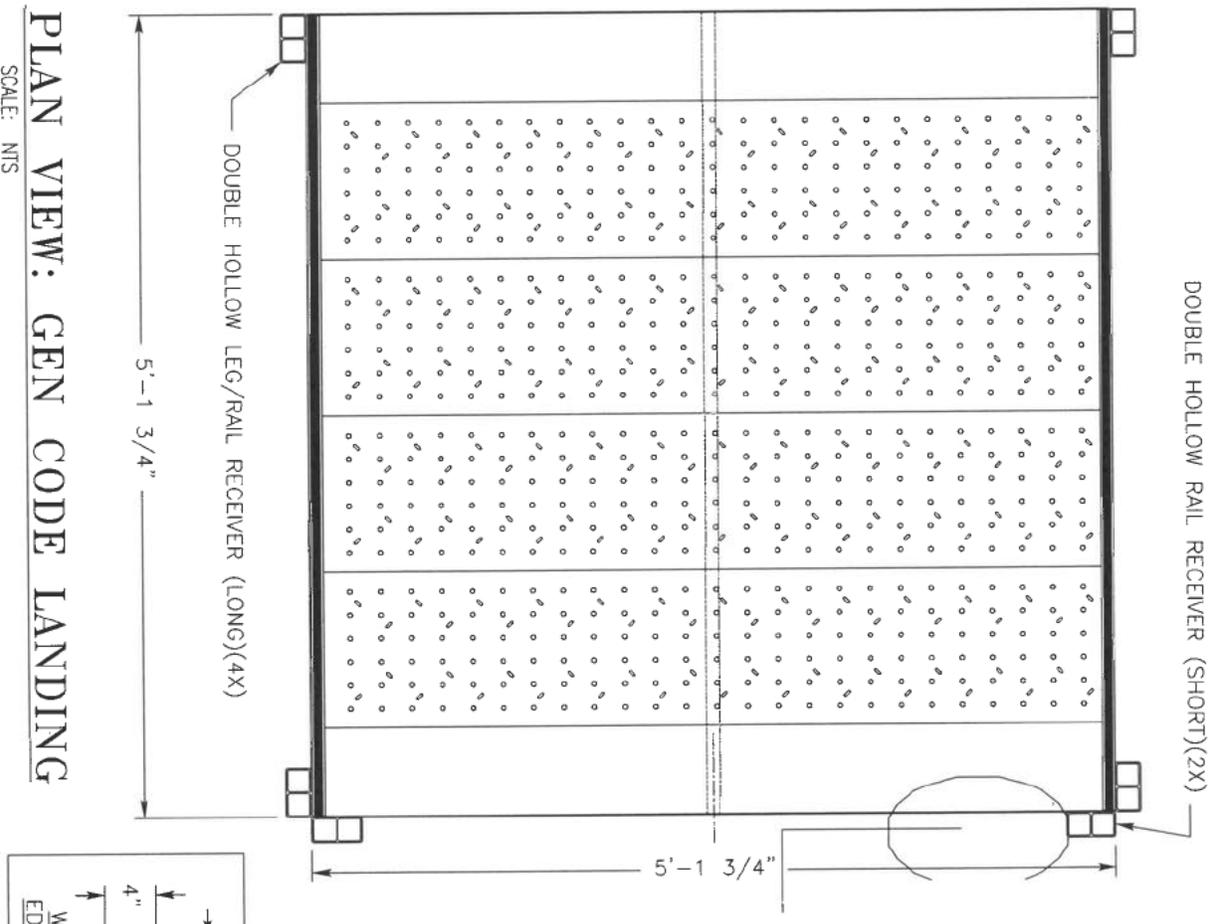
WITH VERTICAL PICKET RAILING
SCALE: NTS

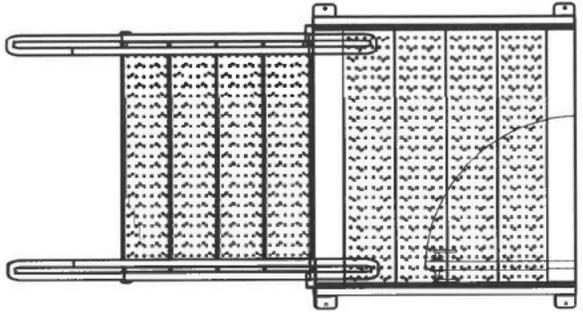


GEN CODE LANDING RAIL

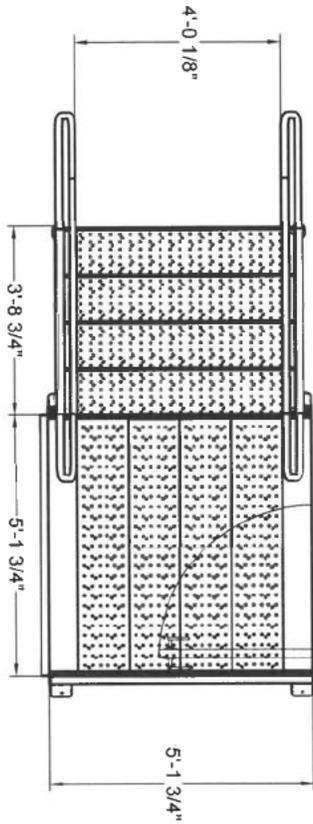
WITH VERTICAL PICKET RAILING
SCALE: NTS



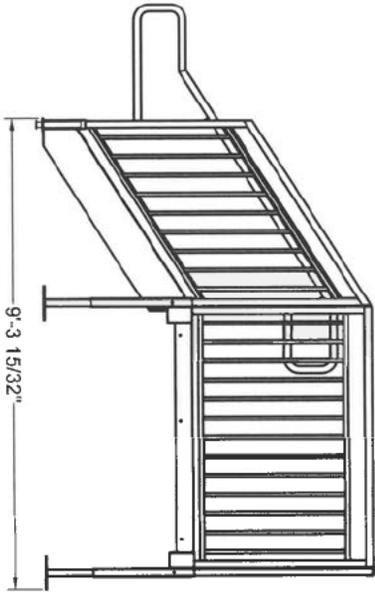




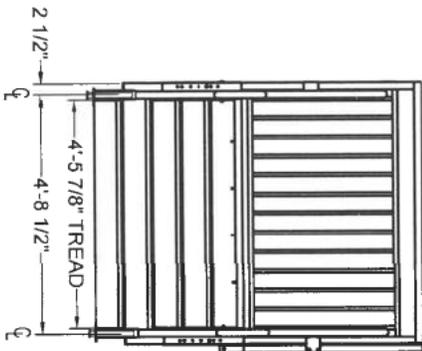
STRAIGHT ON APPROACH PLAN VIEW



SIDE APPROACH PLAN VIEW

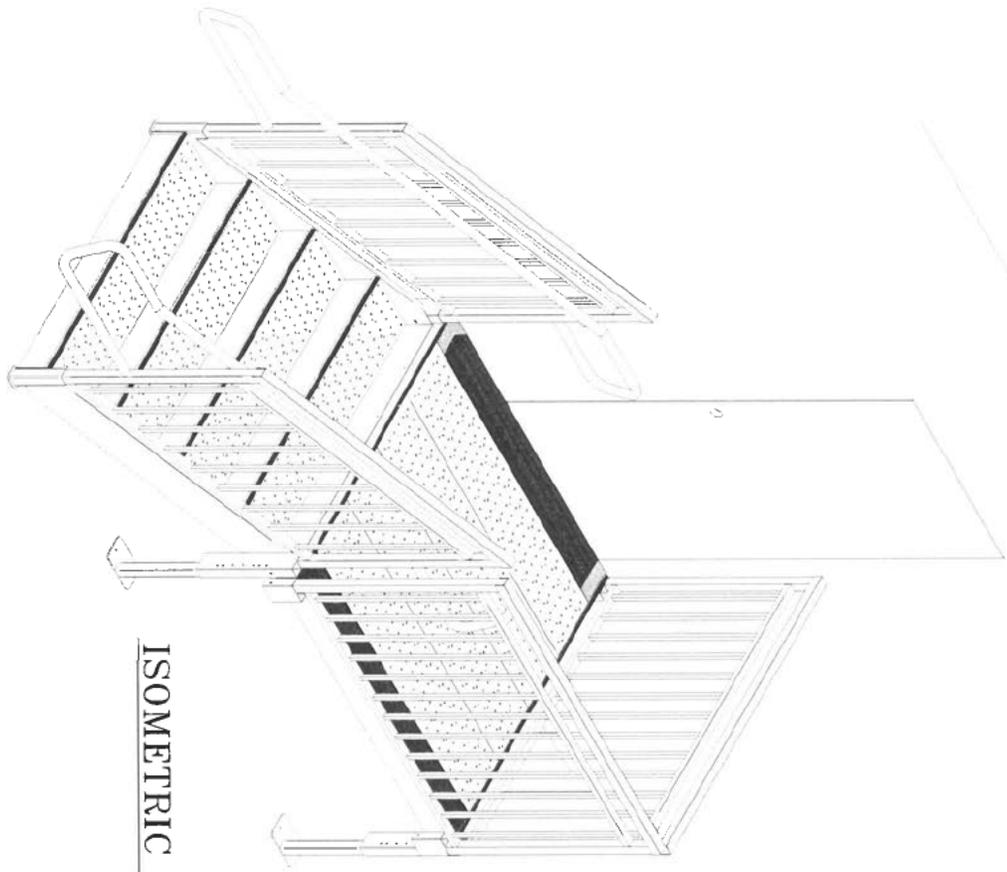


ELEVATION VIEW



35" GENERAL CODE





ISOMETRIC VIEW

TYPICAL 5 RISER OSHA STAIRWAY
 ONE 4 RISER STAIRWAY WITH VERTICAL PICKET RAILING & ONE 5'-1 3/4" X 5'-1 3/4" LANDING
 SCALE: NTS



REDD TEAM DELHI, LA

BY: HYDRO (REDD Team)
DELHI, LOUISIANA
1-800-779-5509

RE: URS RAMP ACCESS SYSTEM WITH 42/34 VERTICAL PICKET RAILS

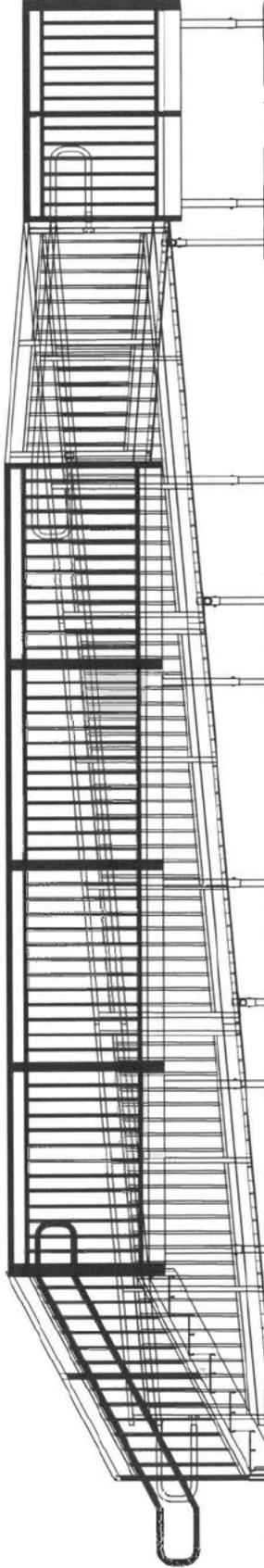


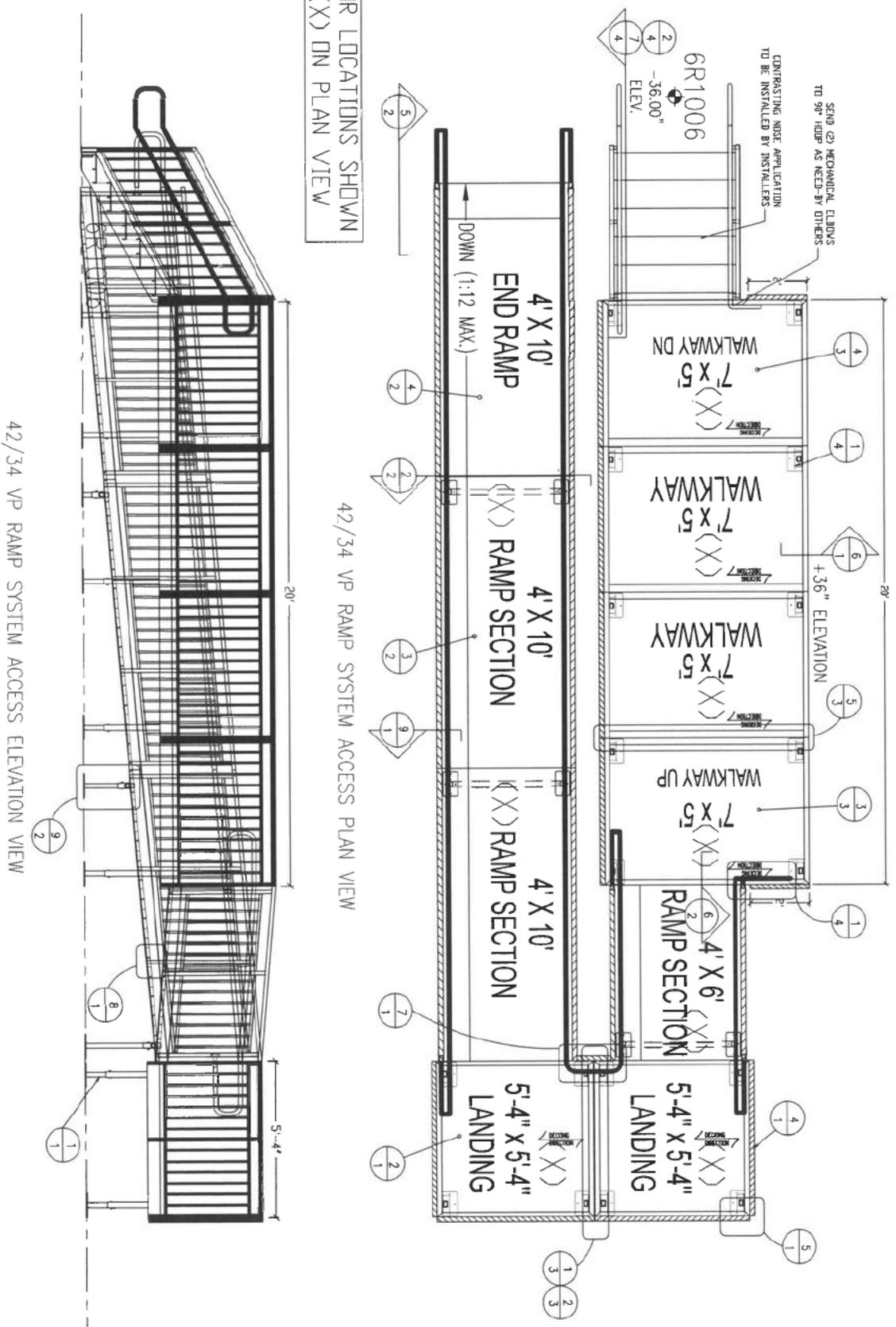
TABLE OF CONTENTS

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PLAN/ELEV. VIEW OF ACCESS	L1
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LEG CONNECTION DETAIL	5

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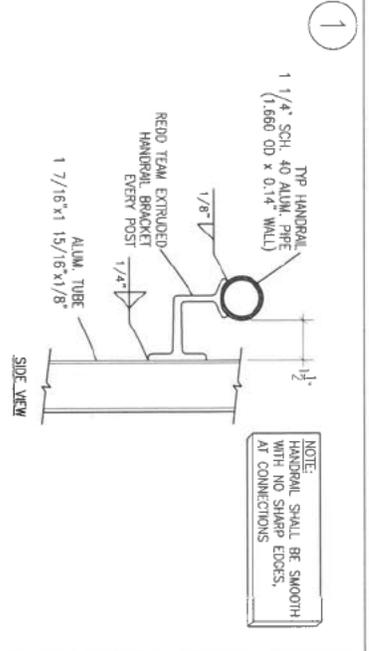




ANCHOR LOCATIONS SHOWN BY (X) ON PLAN VIEW

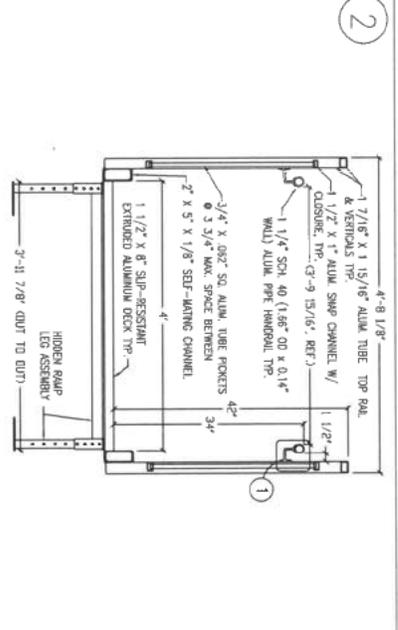
42/34 VP RAMP SYSTEM ACCESS PLAN VIEW

42/34 VP RAMP SYSTEM ACCESS ELEVATION VIEW

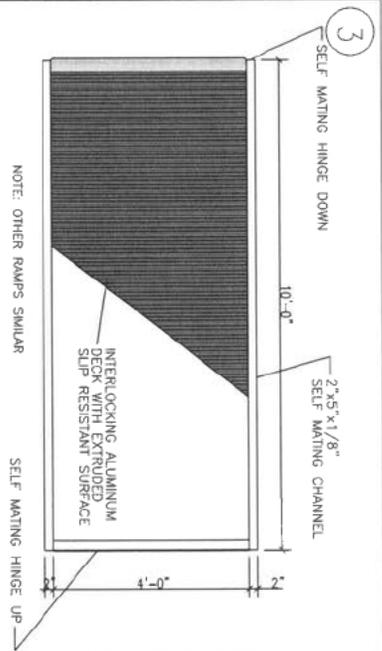


NOTE: HANDRAIL SHALL BE SMOOTH WITH NO SHARP EDGES, AT CONNECTIONS

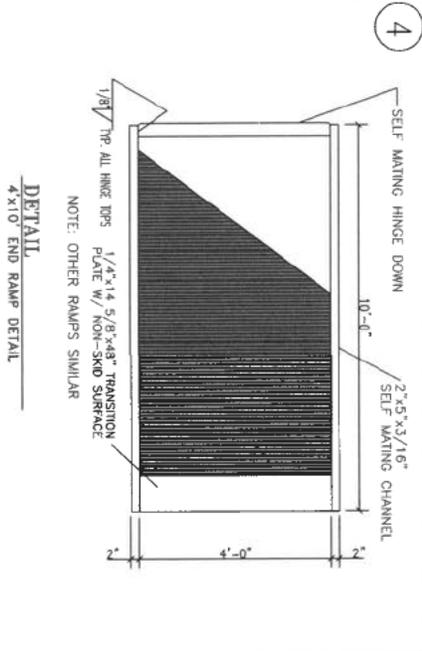
DETAIL
34" RAMP HANDRAIL



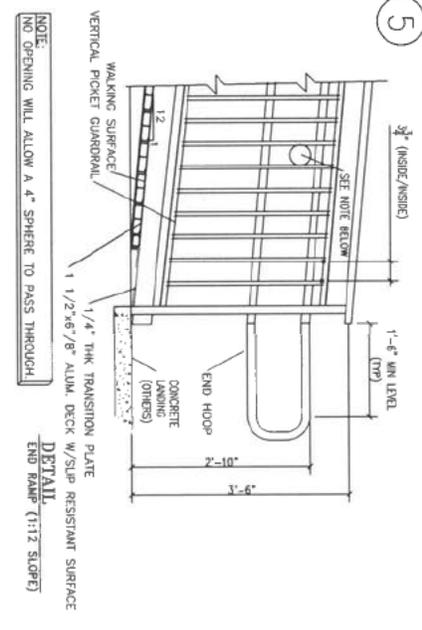
SECTION - ALUMINUM RAMP
4" x 8" HALL VERTICAL RACKET DIMENSIONS



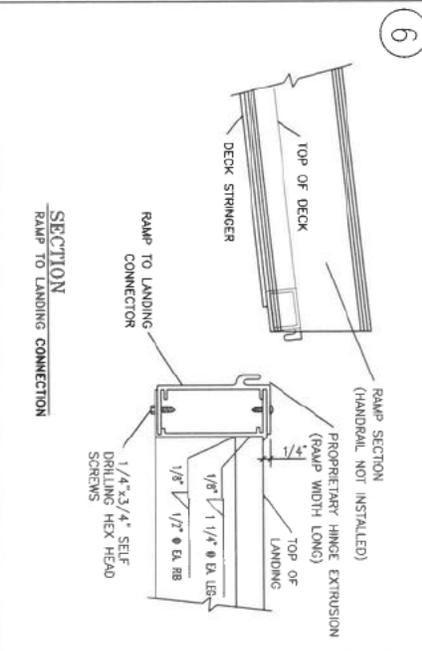
DETAIL
4x8" OR 10" RAMP DETAIL



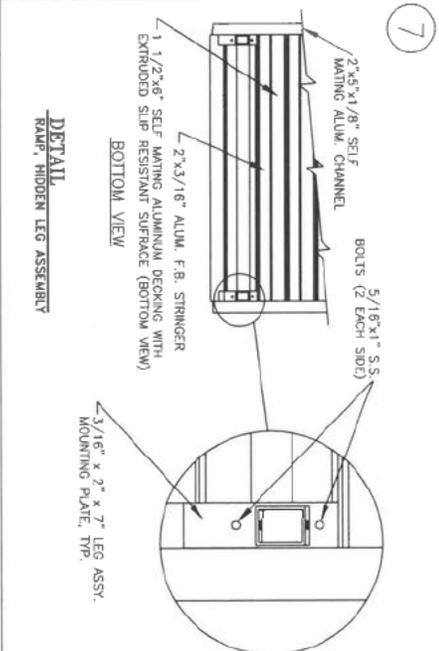
DETAIL
4x10" END RAMP DETAIL



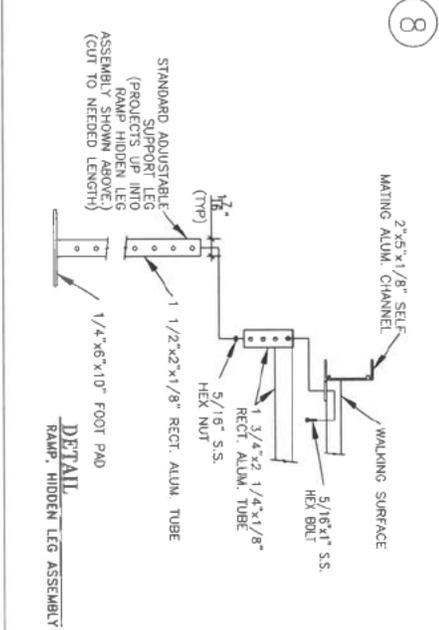
DETAIL
END RAMP (1:12 SLOPE)



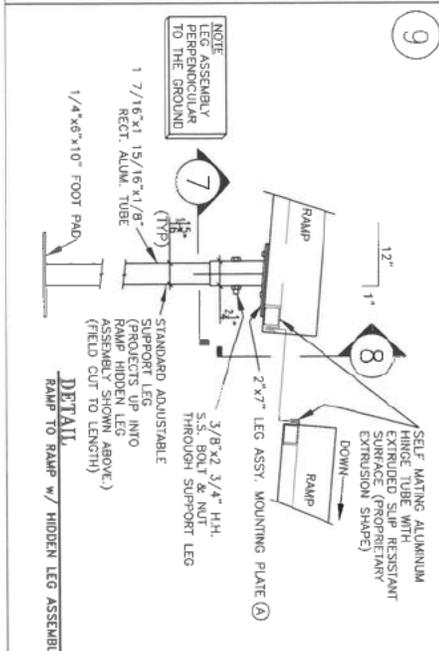
SECTION
RAMP TO LANDING CONNECTION



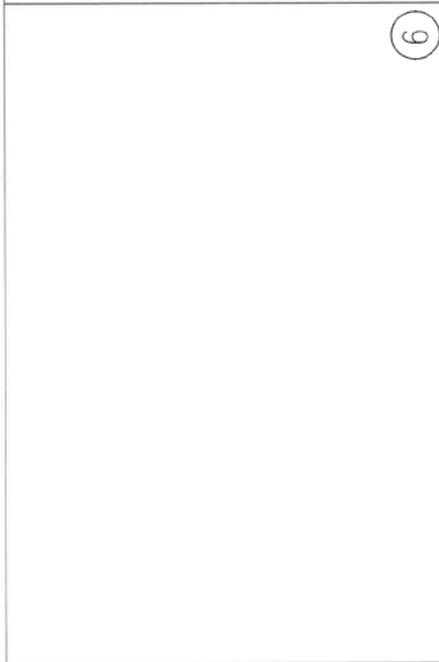
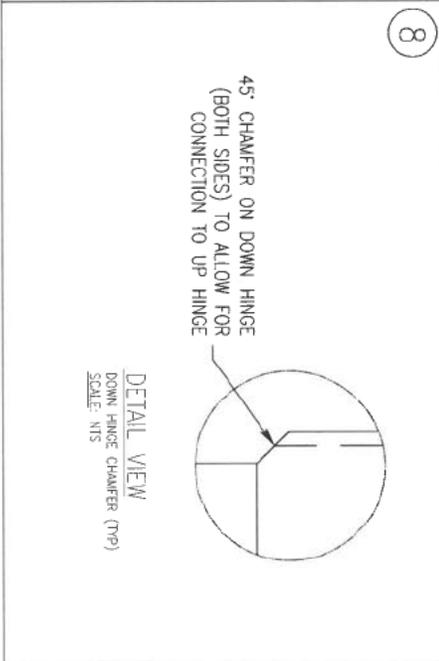
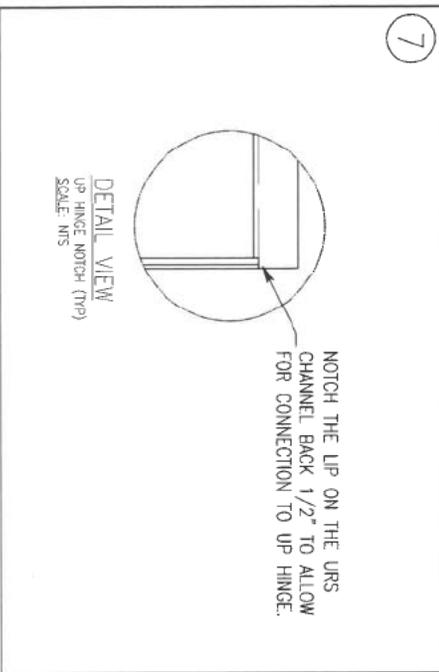
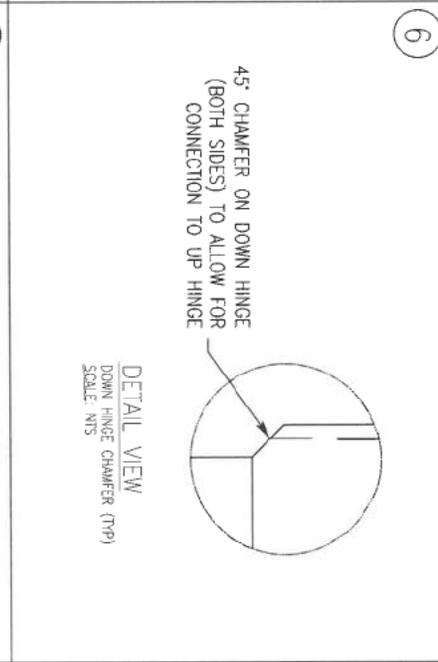
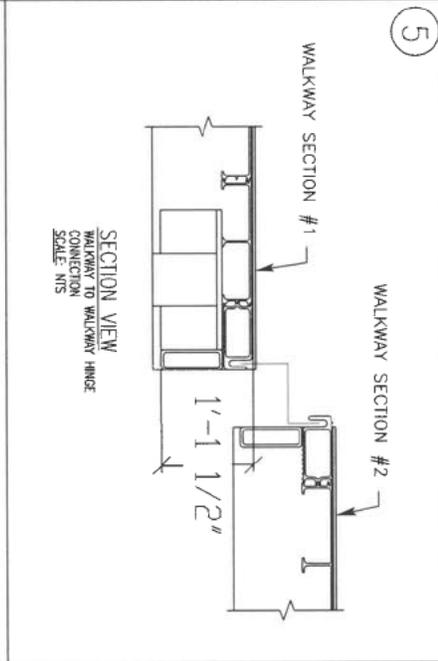
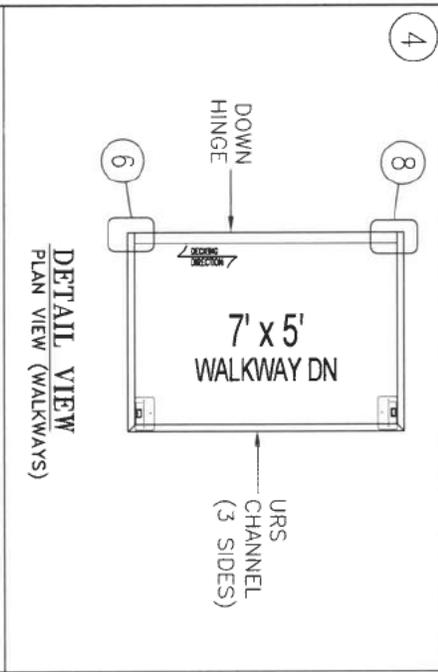
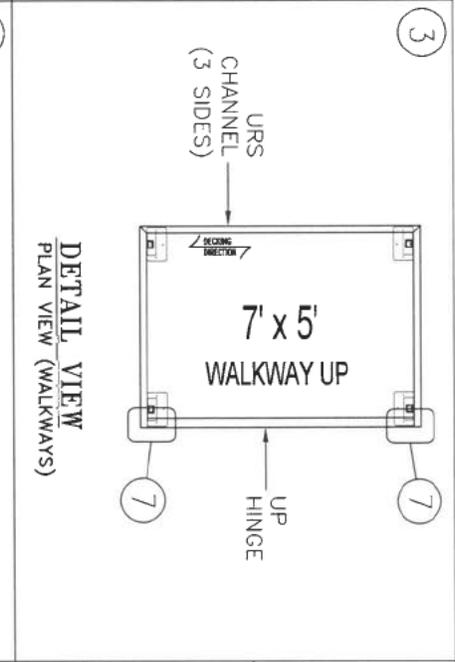
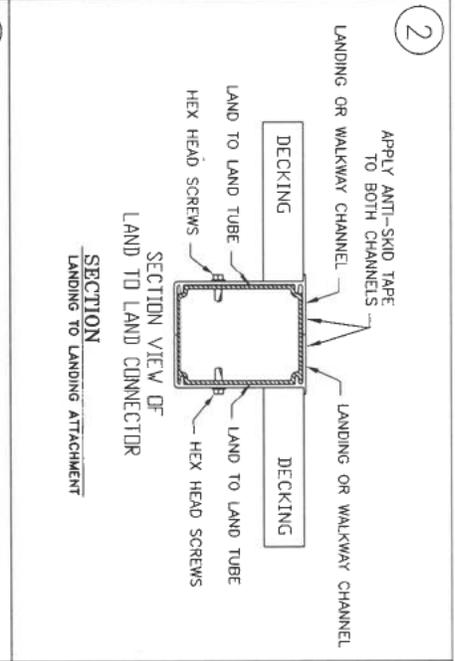
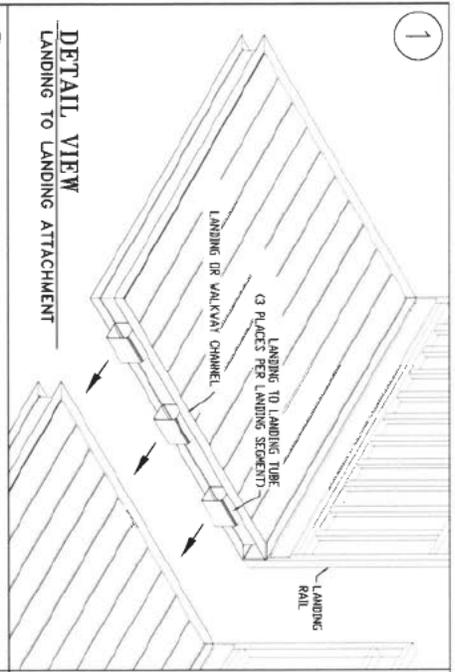
DETAIL
RAMP HIDDEN LEG ASSEMBLY

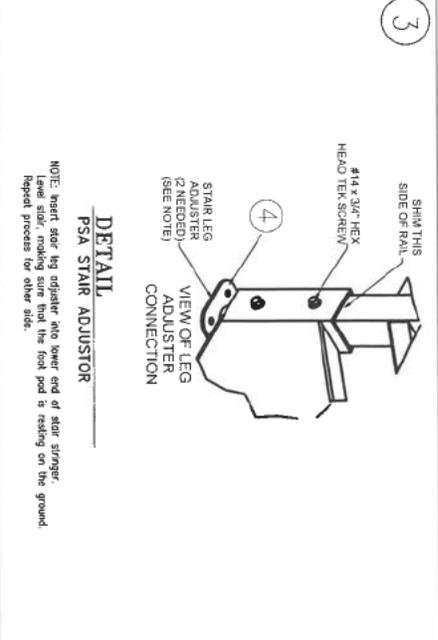
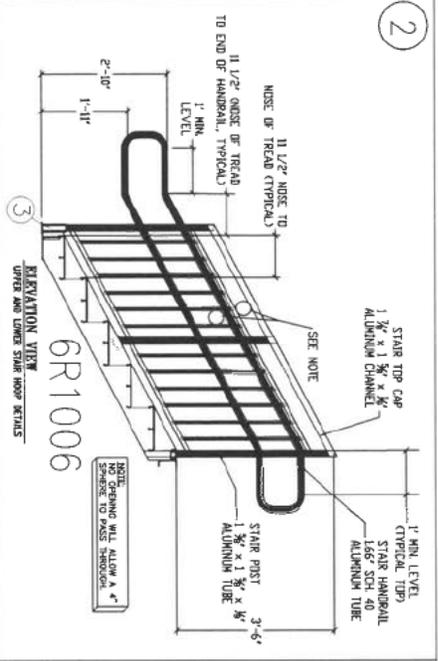
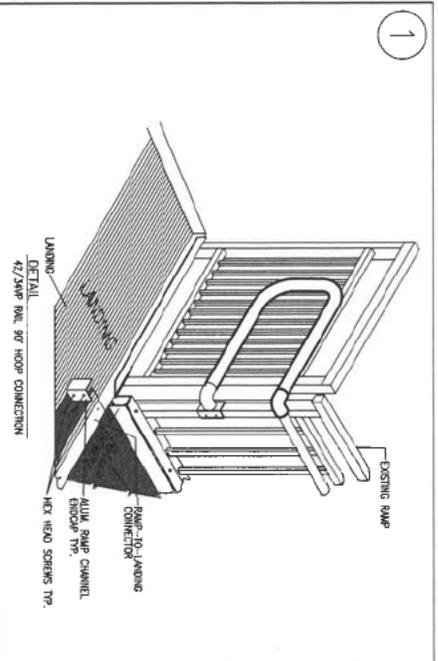


DETAIL
RAMP HIDDEN LEG ASSEMBLY

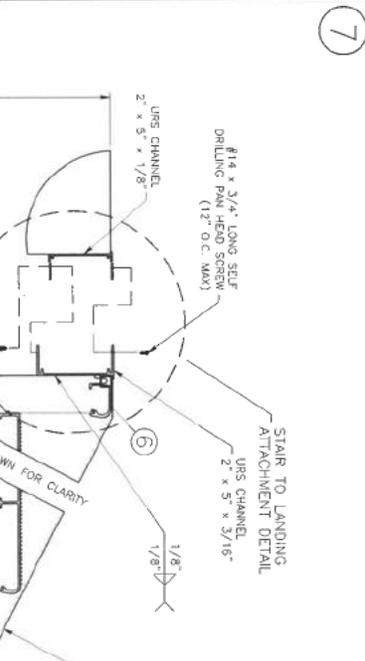
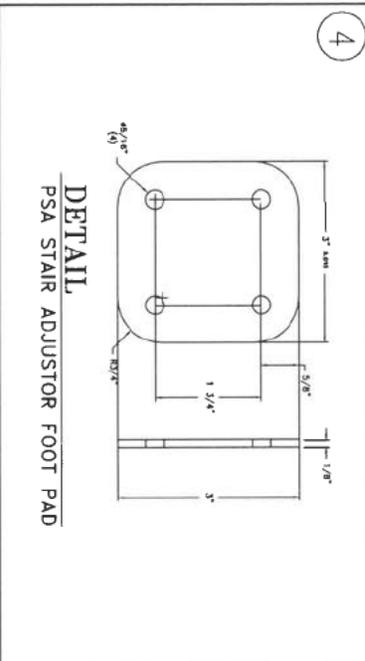


DETAIL
RAMP TO RAMP W/ HIDDEN LEG ASSEMBLY

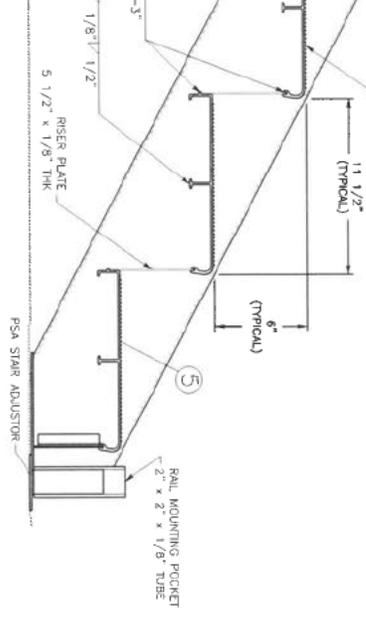
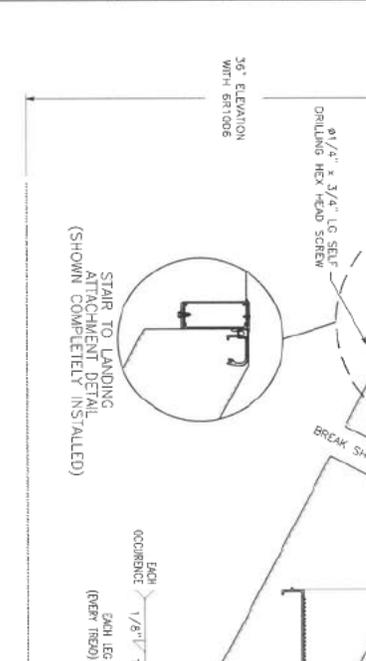
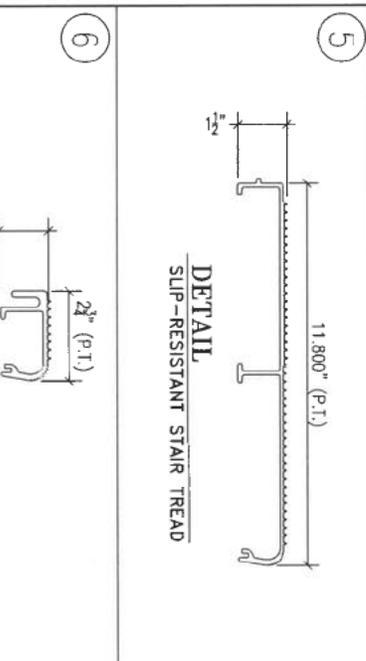




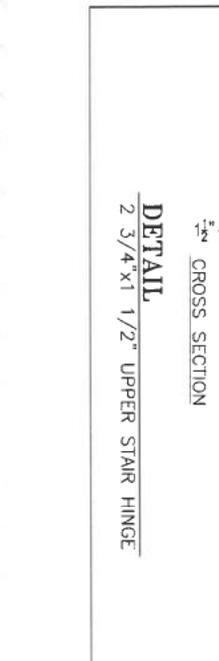
NOTE: Short stair leg adjuster also lower end of stair stringer. Level stair, making sure that the foot pad is resting on the ground. Repeat process for other side.



STAIRWAY CROSS SECTION-OTHER STAIRS SIMILAR (RAILINGS OMITTED FOR CLARITY)



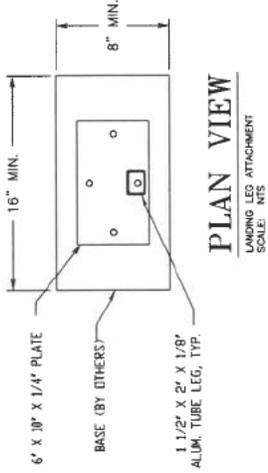
STAIR TO LANDING ATTACHMENT DETAIL (SHOWN COMPLETELY INSTALLED)



STAIRWAY CROSS SECTION-OTHER STAIRS SIMILAR (RAILINGS OMITTED FOR CLARITY)

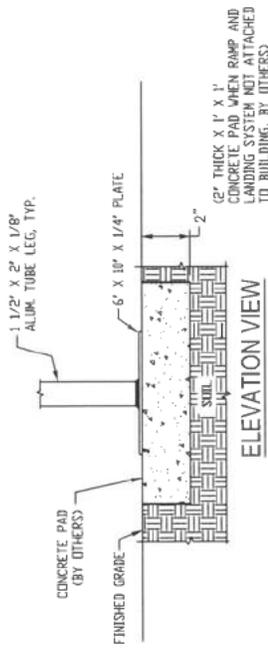
OPTIONAL BEARING METHODS (WHEN SOIL CONDITIONS ARE FAVORABLE, OUR 6" X 10" LEG PAD IS ACCEPTABLE FOR BEARING DIRECTLY TO THE GROUND)

1



PLAN VIEW
LANDING LEG ATTACHMENT
SCALE: NTS

NOTES:
1. WHEN RAMP AND LANDING SYSTEM IS NOT ANCHORED TO BUILDING, A CONCRETE PAD 16" X 8" X 2 1/4" IS REQUIRED FLUSH WITH FINISHED GRADE.

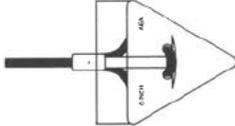


ELEVATION VIEW

OPTION #1: CONCRETE BASE
LANDING LEG ATTACHMENT
SCALE: NTS

2

ANCHOR



6" ALUMINUM ARROWHEAD EARTH ANCHOR
356 ALUMINUM ALLOY
HEAT-TREATED TO T6 SPECS
AMERICAN EARTH ANCHORS
PART NO. 6AL-60CC OR EQUAL

CABLE CLAMPS

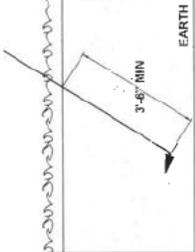


MIN. 3 PER ANCHOR
GALVANIZED STEEL CABLE CLAMPS
USE AFTER LOOPING CABLE THROUGH DECK, STEP OR RAMP CROSS MEMBER

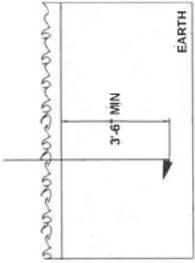
CABLE



5' LENGTH OR 10' LENGTH
GALVANIZED STEEL AIRCRAFT CABLE
DIAMETER: 1/4"
LENGTH: 5'-0" or 10'-0"
BREAKING STRENGTH: 7,000 LB



NON-VERTICAL LOAD INSTALLATION



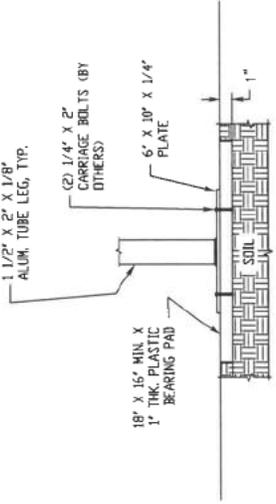
VERTICAL LOAD INSTALLATION

NOTE: (1) ARROWHEAD EARTH ANCHOR, OR EQUIVALENT, PER SECTION WHEN NOT ATTACHED TO EXISTING BUILDING

LOAD CAPACITY
PULLOUT STRENGTH AT MIN DEPT 3.5'

SOIL CLASS 1	SOIL CLASS 2	SOIL CLASS 3
HADFAN ASPHALT	SANDY GRAVEL	SILTY GRAVEL
5,000 LB 15.6 kN	3,000 LB 9.79 kN	2,000 LB 8.45 kN

ELEVATION VIEW
OPTION #2: PLASTIC BASE
LANDING LEG ATTACHMENT
SCALE: NTS





**RESOURCES,
APPLICATIONS,
DESIGNS, &
CONTROLS, INC.**
3220 E. 59th Street
Long Beach, CA 90805
Tel: (562) 272-7231
Fax: (562) 529-7513

DESIGN LISTING # 1345

LISTING & TESTING DIVISION

PRODUCT: ABS & Steel FOUNDATION PADS

LISTEE: TIEDOWN ENGINEERING, INC.
5901 Wheaton Drive
Atlanta, GA 30336

CATEGORY: DESIGN - FOUNDATION

APPLICATION: MANUFACTURED HOME - FOUNDATION

Renewed: January 2016

Subject to Renewal:
January 2017

SECTION 1: INTRODUCTION

At the request of Tiedown Engineering, Inc., **RADCO** has examined their ABS Foundation Pads and Steel Pads to determine the design load capacity in accordance with Section 3280.401(b) of The Federal Manufactured Home Construction and Safety Standards.

SECTION 2: DESCRIPTION

ABS pads are molded pads having continuous ribs running parallel and diagonal with the pad sides. The Steel pads are made of 12 gage galvanized steel. The pads may be used to distribute concentrated pier loads to underlying soil for manufactured housing constructed in accordance with The Federal Manufactured Home Construction and Safety Standards 24 CFR Part 3280. The ABS pads are available in various sizes as noted in Table 1.

SECTION 3: APPLICATION

The pads shall be installed in accordance with the manufacturer's installation instructions. The maximum design concentrated loads are provided in Table 1.

SECTION 4: EVIDENCE SUBMITTED

- a) Test report of "Full Scale ABS Footer Test: by K2 Engineering, Inc. Test Report #99-MH01-TDE, January 1999.
- b) Test report of "Full Scale ABS Footer Test: by K2 Engineering, Inc. Test Report #99-MH05-TDE, May 1999.
- c) Test report of "Full Scale ABS Footer Test: by K2 Engineering, Inc. Test Report #99-MH06-TDE, May 1999.
- d) Test report of "Full Scale ABS Footer Test: by K2 Engineering, Inc. Test Report #99-MH07-TDE, May, 1999.
- e) Test report of "Full Scale ABS Footer Test: by K2 Engineering, Inc. Test Report #99-MH09-TDE, September, 1999.
- f) Test report of "Full Scale ABS Footer Test: by K2 Engineering, Inc. Test Report #00-MH15-TDE, September, 2000.
- g) Test report of "Full Scale ABS Footer Test: by K2 Engineering, Inc. Test Report #01-MH17-TDE, August 2001.
- h) Test report of "Vector-Xi Foundation Pad: by RADCO TestReport # RAD-3849, May 2006

SECTION 5: RECOMMENDATIONS

RADCO recommends that these pads be accepted for use of pads in bearing capacity of soils listed in Table 1 for support of concrete masonry unit piers, provided that:

- a) Each pad shall be fabricated, identified and installed in accordance with this listing, the manufacturer's published installation instructions, and the applicable code(s). In the event of a conflict between the manufacturer's published installation instructions and this listing, this listing shall govern. The installation instructions shall be available at the point of installation.
- b) Each pads shall be marked with manufacturer name and address, product name, RADCO name/logo and Listing #1345.
- c) The ABS pads are of the same quality and size as tested by K2 Engineering, Inc. The steel pad is the same quality and size as tested by RADCO.
- d) Piers are limited to steel piers or single or double stacked concrete masonry unit blocks of this listing.
- e) The design pier load does not exceed the lesser of the pad capacity, soil capacity or pier capacity.
- f) The home installer is responsible for the foundation design of each home.
- g) RADCO's follow-up audits be continued at the prescribed frequency.

SECTION 6: APPROVAL

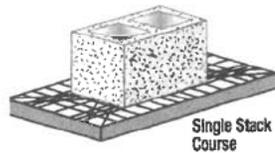
This listing is subject to approval on an annual basis by **RADCO**. Updating of data and further information will be submitted as necessary.

Table 1: Maximum Design Load Capacity for ABS Pads

Model	ABS Pad Size	Soil Bearing Capacity*		
		1,000 psf	2,000 psf	3,000 psf
59300	16"x18"	2,000	4,000	6,000
59301	16"x22.5"	2,500	5,000	7,500
59302	17"x25"	3,000	6,000	N/A
59303	24"x24"	4,000	8,000	N/A
	Steel Pad			
21" Steel Pad	21"x21"	3062	6125	9187

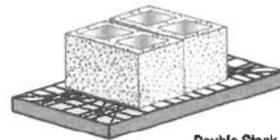
*Concrete blocks are rated at 8000 lbs. foundation pads must be double blocked for loads greater than 8000 lbs upto 12000 lbs and limited to 10000 lbs for steel piers..

Figure 1



Single Stack Course

Single and Double Stack Course



Double Stack Course

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 24 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 #
University of Va.	24 months	575 Alderman Rd Charlottesville, va	Caitlin Murtaugh 434 243 5198
VCCS	24 months	300 Arboretum Pl Richmond, Va	Sidney Buford 804 819 3325
Albemarle County Public Schools	36 months	401 Mcintire Rd Charlottesville, Va	Sheila Hoopman 434 296 5854
Dept of Juvenile Justice	12 months	600 E Main St Richmond, va	Jennings James 804 588 3843
SW Regional Jail Authority	6 months	PO Box 279 Meadowview , va	Jason Tuggle 276 739 2320

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

Kemp Norman ASM Po Box 8302 Richmond, Va. 23226 804 423 7522

Carl Bennet VP Construction Services 717 Constitution Dr suite 100 Exton, Pa 19341 610 232 2924

Lyn Wooten Regional Office Mgr 728 Three Sisters Rd Knightdale, Va. 27545 610 232 2953

Jody Werner VP sales 728 Three Sister Rd . Knightdale NC 27545 919 841 709

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: Vanguard Modular

Preparer Name: Kemp Norman

Date: 3/11/21

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 SBSB 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: CMB- 1108 _____ Date Form Completed: 3/10/21 _____

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

Offeror / Proposer:

Vanguard Modular
Firm

717 Constitution Dr Suite 100 Exton, Pa. 19341
Address

Carl Bennett 610 955 8392
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)
Liquid Inc	David Harris , Sr. 804 2610051	626510	Site contractor	50,000.00	50,000.00
Clarkes Electric	Alan Palmer 804370 8957	683181	electrician	70,000.00	70,000.00
C and I Plumbing	Richard Cunningham 804 744 8086	In process	Plumbing contractor	50,000.00	50,000.00
T and O Contracting	Steve Thompson 703 297 1430	667	Site development	350,000.00	350,000.00
Va Modular Services	Ken Mueller 804 240 7793	In process	Set up contractor	500,000.00	500,000.00

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

RETURN OF THIS PAGE IS REQUIRED



OLD REPUBLIC SURETY COMPANY

18650 W. Corporate Drive, Suite 107, Brookfield, WI 53045 | www.orsurety.com

February 25, 2021

Re: Vanguard Modular Building Systems LLC

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

To Whom It may concern:

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

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

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

The writing of any specific bond is subject to underwriting review, which includes examination of contract terms and confirmation that project financing is in place. Our consideration and issuance of bonds is a matter between Vanguard Modular Building Systems LLC and ourselves, nor do we assume any liability to third parties or to you by issuance of this letter. Furthermore, this letter is not a commitment to any party guaranteeing issuance of any bond for the fore-mentioned contractors.

Regards,

Pam Selke
Senior Surety Marketing Representative



OLD REPUBLIC INSURANCE GROUP

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

07-31-2021

NUMBER

2705063819

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC RBC



VANGUARD MODULAR BUILDING SYSTEMS LLC
3 GREAT VALLEY PARKWAY
SUITE 170
MALVERN, PA 19355



Mary Broz-Vaughan
Mary Broz-Vaughan, Acting Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC RBC

NUMBER: 2705063819 EXPIRES: 07-31-2021

VANGUARD MODULAR BUILDING SYSTEMS LLC
3 GREAT VALLEY PARKWAY
SUITE 170
MALVERN, PA 19355



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)



*Manage Risk.
Maximize Performance.*

EHD
350 Eagleview Blvd.
Suite 110
Exton, PA 19341

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

March 4, 2021

Mr. Carl Bennett
Vanguard Modular Building Systems, LLC
717 Constitution Drive, Suite 100
Exton, PA 19341

RE: Policy Number: UB-8J537666-20-14-G
Policy Description: Renewal Workers Compensation
Effective Date: 12/31/2020
Expiration Date: 12/31/2021

Dear Mr. Bennett,

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

Effective Date	Modification History
December 31, 2020 – December 31, 2021	1.52
December 31, 2019 – December 31, 2020	1.20
December 31, 2018 – December 31, 2019	1.19

Please note the current EMR rate of 1.52 is not a direct reflection of claims activity but more a reflection of the function of the rating calculation used in determining the overall NCCI rate. Because lesser payroll amounts were used in the EMR calculation, paired with a small loss that occurred during the rating period, this has resulted in an Experience Modification Rate over 1.0 for the current year and previous two years. Vanguard has been a longtime valued client of EHD with a track record of safety and low to no claims activity.

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

Sincerely,


Christina Haeussler
Commercial Lines Manager

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
AL	.08	0	0	0	0	0	25,000	0	0
CT	.07	0	472	660	188	0	29,500	0	0
FL	.08	0	39	70	31	0	25,625	0	0
GA	.07	0	1,622	2,383	761	0	32,125	527	527
KY	.09	0	77	118	41	0	20,500	0	0
LA	.06	0	1,755	2,170	415	0	48,250	0	0
ME	.09	0	5,305	9,841	4,536	0	14,625	18,838	18,838
MD	.08	0	92	144	52	0	28,250	0	0
MA	.07	0	1,033	1,217	184	0	30,000	0	0
NH	.08	0	1,162	1,660	498	0	24,125	0	0
NY	.06	0	0	0	0	0	54,625	0	0
NC	.08	0	2,801	4,078	1,277	0	28,500	17,303	17,303
RI	.08	0	379	557	178	0	26,625	0	0
SC	.07	0	0	0	0	0	36,375	0	0
TX	.08	0	625	1,022	397	0	24,875	0	0
VA	.07	0	531	723	192	0	29,250	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		15,997	24,837	8,840	0	24,558	35,765	35,765

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 35,765	$C * (1 - A) + G$ 39,275	(A) * (F) 0	(J) 75,040
Expected	(E) 8,840	$C * (1 - A) + G$ 39,275	(A) * (C) 1,280	(K) 49,395
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.26	1.26		1.00
				(J) / (K) 1.52

NOTICE - THIS EXPERIENCE MODIFICATION IS CALCULATED TO REFLECT THE WEIGHTED FORMULA IN COMPLIANCE WITH MAINE LAW H.P. 1397. RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED. THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

Carrier: 29815 - 052 Policy: UB8J5376661914G

Eff-Date: 12/31/2019 Exp-Date: 12/31/2020

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WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

01-ALABAMA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11347 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:				Subject Premium: 0	0	Total Act Inc Losses:		0		

01-ALABAMA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11347 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:				Subject Premium: 0	0	Total Act Inc Losses:		0		

01-ALABAMA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11347 Policy No. UB8J5376661814G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:				Subject Premium: 0	0	Total Act Inc Losses:		0		

06-CONNECTICUT

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12610 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930			WAIVER OF SUBROGAT	0	0					
5606	.69	.27	62,001	428	116					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:				Subject Premium: 62,001	3,795	Total Act Inc Losses:		0		

06-CONNECTICUT

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12610 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930			WAIVER OF SUBROGAT	0	0					
8742	.14	.29	33,528	47	14					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:				Subject Premium: 33,528	266	Total Act Inc Losses:		0		

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

06-CONNECTICUT

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12610

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8742	.14	.29	105,961	148	43					
8871	.04	.40	92,882	37	15					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			198,843	Subject Premium:	870	Total Act Inc Losses:		0		

09-FLORIDA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579

Policy No. YHUB6C15910A16

Eff Date: 12/31/2016

Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111	NO EXPOSURE DEVELO			0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:		0		

09-FLORIDA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579

Policy No. UB8J5376661714G

Eff Date: 12/31/2017

Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8810	.08	.42	50,000	40	17					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			50,000	Subject Premium:	136	Total Act Inc Losses:		0		

09-FLORIDA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8871	.06	.45	50,000	30	14					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			50,000	Subject Premium:	99	Total Act Inc Losses:		0		

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

10-GEORGIA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 22640

Policy No. YHUB6C15910A16

Eff Date: 12/31/2016

Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8748	.23	.32	262,343	603	193					
8810	.06	.35	126,700	76	27					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			389,043	Subject Premium:	4,435	Total Act Inc Losses:		0		

10-GEORGIA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 22640

Policy No. UB8J5376661714G

Eff Date: 12/31/2017

Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	FJQ2464	6	F	527	527
8748	.23	.32	218,247	502	161					
8810	.06	.35	180,547	108	38					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			398,794	Subject Premium:	3,799	Total Act Inc Losses:		527		

10-GEORGIA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 22640

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
5606	.44	.24	33,630	148	36					
8748	.23	.32	372,329	856	274					
8810	.06	.35	150,034	90	32					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			555,993	Subject Premium:	6,354	Total Act Inc Losses:		0		

16-KENTUCKY

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12637

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
8742	.14	.35	84,615	118	41					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			84,615	Subject Premium:	282	Total Act Inc Losses:		0		

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

17-LOUISIANA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12637 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.55	.18	68,395	376	68					
8742	.24	.20	167,148	401	80					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			235,543	Subject Premium:	2,468	Total Act Inc Losses:		0		

17-LOUISIANA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11223 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.55	.18	69,350	381	69					
8742	.24	.20	172,721	415	83					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			242,071	Subject Premium:	3,408	Total Act Inc Losses:		0		

17-LOUISIANA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11223 Policy No. UB8J5376661814G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.55	.18	42,355	233	42					
8742	.24	.20	151,641	364	73					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			193,996	Subject Premium:	2,400	Total Act Inc Losses:		0		

18-MAINE

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13439 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8380	1.28	.46	197,276	2,525	1,162					
8742	.12	.45	99,194	119	54					
8810	.09	.51	51,303	46	23					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			347,773	Subject Premium:	13,005	Total Act Inc Losses:		0		

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

18-MAINE Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 29815 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	FDB6891	6	F	340	340
8380	1.28	.46	255,054	3,265	1,502	FJP1037	6	F	1,022	1,022
8748	.26	.47	172,958	450	212	FBR5906	6	F	3,006	3,006
8810	.09	.51	51,328	46	23					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			479,340	Subject Premium:	21,047	Total Act Inc Losses:		4,368		

18-MAINE Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 29815 Policy No. UB8J5376661814G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	FLV4877	5	F	13,951	13,951
8380	1.28	.46	242,198	3,100	1,426	FMQ4214	6	F	519	519
8742	.12	.45	196,606	236	106					
8810	.09	.51	59,833	54	28					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			498,637	Subject Premium:	16,854	Total Act Inc Losses:		14,470		

19-MARYLAND Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 15318 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8810	.04	.39	80,462	32	12					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			80,462	Subject Premium:	142	Total Act Inc Losses:		0		

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

19-MARYLAND

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 15318 Policy No. UB8J5376661814G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8742	.11	.32	52,724	58	19					
8810	.04	.39	134,052	54	21					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				186,776	Subject Premium: 398	Total Act Inc Losses:		0		

20-MASSACHUSETTS

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12637 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
5606	.51	.15	51,003	260	39					
8742	.05	.16	115,218	58	9					
8810	.03	.16	52,291	16	3					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				218,512	Subject Premium: 1,223	Total Act Inc Losses:		0		

20-MASSACHUSETTS

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12637 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
5606	.51	.15	63,206	322	48					
8748	.30	.15	60,516	182	27					
8810	.03	.16	58,176	17	3					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				181,898	Subject Premium: 1,636	Total Act Inc Losses:		0		

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

20-MASSACHUSETTS

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12637

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930			WAIVER OF SUBROGAT	0	0					
5606	.51	.15	67,514	344	52					
8810	.03	.16	59,338	18	3					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:			126,852	Subject Premium: 1,076		Total Act Inc Losses:			0	

28-NEW HAMPSHIRE

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 15318

Policy No. YHUB6C15910A16

Eff Date: 12/31/2016

Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.41	.30	132,500	543	163					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:			132,500	Subject Premium: 2,853		Total Act Inc Losses:			0	

28-NEW HAMPSHIRE

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579

Policy No. UB8J5376661714G

Eff Date: 12/31/2017

Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.41	.30	125,920	516	155					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:			125,920	Subject Premium: 2,126		Total Act Inc Losses:			0	

28-NEW HAMPSHIRE

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.41	.30	146,690	601	180					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:			146,690	Subject Premium: 2,166		Total Act Inc Losses:			0	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

31-NEW YORK

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:		0		

31-NEW YORK

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:		0		

31-NEW YORK

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579 Policy No. UB8J5376661814G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:		0		

32-NORTH CAROLINA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930			WAIVER OF SUBROGAT	0	0	FBD5374	9	F	17,303	17,303
8748	.21	.31	714,821	1,501	465					
8810	.05	.35	53,500	27	9					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:				Subject Premium:	6,437	Total Act Inc Losses:		17,303		

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C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

32-NORTH CAROLINA Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13439 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8748	.21	.31	484,355	1,017	315					
8810	.05	.35	303,536	152	53					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			787,891	Subject Premium:	6,512	Total Act Inc Losses:			0	

32-NORTH CAROLINA Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13439 Policy No. UB8J5376661814G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8748	.21	.31	586,390	1,231	382					
8810	.05	.35	300,221	150	53					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			886,611	Subject Premium:	7,090	Total Act Inc Losses:			0	

38-RHODE ISLAND Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8742	.17	.32	133,835	228	73					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			133,835	Subject Premium:	627	Total Act Inc Losses:			0	

38-RHODE ISLAND Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8742	.17	.32	88,169	150	48					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			88,169	Subject Premium:	418	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

38-RHODE ISLAND

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930			WAIVER OF SUBROGAT	0	0					
8742	.17	.32	105,254	179	57					
9812			EMPLOYERS LIABILIT	0	0					
Policy Total:			105,254	Subject Premium: 446		Total Act Inc Losses:		0		

39-SOUTH CAROLINA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11347

Policy No. YHUB6C15910A16

Eff Date: 12/31/2016

Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:			0	Subject Premium: 0		Total Act Inc Losses:		0		

39-SOUTH CAROLINA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11347

Policy No. UB8J5376661714G

Eff Date: 12/31/2017

Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:			0	Subject Premium: 0		Total Act Inc Losses:		0		

39-SOUTH CAROLINA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11347

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111			NO EXPOSURE DEVELO	0	0					
Policy Total:			0	Subject Premium: 0		Total Act Inc Losses:		0		

42-TEXAS

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 12637

Policy No. YHUB6C15910A16

Eff Date: 12/31/2016

Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
8742	.06	.39	115,792	69	27					
8748	.09	.40	106,852	96	38					
8810	.03	.36	114,206	34	12					
Policy Total:			336,850	Subject Premium: 777		Total Act Inc Losses:		0		

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

42-TEXAS

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11223 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
8742	.06	.39	191,503	115	45					
8748	.09	.40	214,815	193	77					
8810	.03	.36	142,114	43	15					
Policy Total:			548,432	Subject Premium:	1,943	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 11223 Policy No. UB8J5376661814G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	34,940	77	29					
8742	.06	.39	276,809	166	65					
8748	.09	.40	194,203	175	70					
8810	.03	.36	180,656	54	19					
Policy Total:			686,608	Subject Premium:	2,231	Total Act Inc Losses:			0	

45-VIRGINIA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 13579 Policy No. YHUB6C15910A16 Eff Date: 12/31/2016 Exp Date: 12/31/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8742	.09	.25	144,533	130	33					
8810	.05	.32	104,001	52	17					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			248,534	Subject Premium:	542	Total Act Inc Losses:			0	

45-VIRGINIA

Firm ID: Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 27405 Policy No. UB8J5376661714G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8742	.09	.25	288,712	260	65					
8810	.05	.32	104,000	52	17					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			392,712	Subject Premium:	1,343	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Risk ID: 917417180

Rating Effective Date: 12/31/2020

Production Date: 07/09/2020

State: INTERSTATE

45-VIRGINIA

Firm ID:

Firm Name: VANGUARD MODULAR BUILDING SYSTEMS LLC

Carrier: 27405

Policy No. UB8J5376661814G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
8742	.09	.25	217,488	196	49					
8871	.03	.34	109,200	33	11					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			326,688	Subject Premium: 1,111		Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW



AIA® Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

Vanguard Modular Building Systems, LLC
717 Constitution Drive, Suite 100,
Exton, PA 19341

SUBMITTED TO:

(Organization name and address.)

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

Modular Building Sales, Leasing and Installation

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

Date

7/5/21

Kemp Norman / Area Sales Manager, VA, WV
Printed Name and Title

NOTARY

State of: Virginia

County of: Richmond

Signed and sworn to before me this 5th day of March, 2021

Notary Signature

DARIUS MALIK ANDERSON
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEB. 28, 2023
COMMISSION # 7657109

My commission expires: Feb. 28, 2021

AIA[®] Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Vanguard Modular Building Systems, LLC and dated the Fifth day of March in the year Two Thousand Twenty-one
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Vanguard Modular Building Systems, LLC

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

Schiavi Leasing Corporation – a modular building sales, leasing and installation company wholly owned by Vanguard Modular Building Systems, LLC operating in the states of Maine and New Hampshire

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

None

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

Principal Place of Business: 717 Constitution Drive, Suite 100, Exton, PA 19341
Additional Locations: visit www.vanguardmodular.com

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability Corporation

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Established in State of Delaware December 23, 1998.
Peter V. Eberle, Senior Vice President

- .2 If your organization is a partnership, identify its partners and its date of organization.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .3 If your organization is individually owned, identify its owner and date of organization.
- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

No

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

Twenty-two (22) years

§ A.1.3.2 How many full-time employees work for your organization?

Fifty-seven (57)

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

321992 (Primary) Prefabricated Wood Building Manufacturing
332311 Prefabricated Metal Building And Component Manufacturing
236210 Industrial Building Construction
236220 Commercial And Institutional Building Construction
238290 Other Building Equipment Contractors
531120 Lessors of Nonresidential Buildings (Except Miniwarehouses)
531190 Lessors of Other Real Estate Property
531190 Leasing Of Building Space To Federal Government By Owners

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

Not Applicable

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

Sixteen Million Seven Hundred Forty-one Thousand Five Hundred One Dollars (\$16,741,501)

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

Thirteen Million Three Hundred Seventy Thousand One Hundred Ninety-six Dollars (\$13,370,196)

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

Twenty-five Million Nine Hundred Eighty-nine Thousand Eight Hundred Seventy-nine Dollars (\$25,989,879)

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Sales, leasing, limited design and engineering, code review (not including third party), project management and site supervision. Transportation, building setup, and other work at site is performed by Vanguard Modular Building Systems' qualified subcontractors.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Vanguard Modular Building Systems, LLC ("Vanguard Modular") is a small business managed by some of the most experienced and skilled people in the industry, who work together with design, sales, service and construction members as a team to make each Vanguard Modular project a success for all parties. Individual manager profiles are attached.

Modular buildings supplied and installed by Vanguard Modular include wood frame, steel frame, single story, multi story, educational, commercial, industrial, and special use, such as laboratory. These buildings may be designed by Vanguard Modular or constructed to plans and specifications prepared by the customer's design professional(s). Vanguard Modular will entertain complete turn-key projects.

Vanguard Modular is licensed to do business in the following states: VA, AL, CT, DE, FL, GA, IN, KY, LA, MD, MA, ME, MS, NC, ND, NH, NJ, NM, NY, PA, SC, TN, TX, VT, WV

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes. Design assistance and pre-construction services provided directly by Vanguard Modular Building Systems, LLC includes, but is not limited to, the following:

- Sales sketches providing floor plan dimensions in accordance with applicable codes; and
- Preparation and/or review of modular building specifications (note special attention will be given to any Specialty Equipment to accommodate dimensions, weights, loads, and other requirements); and
- Review calculations for electric, plumbing, and mechanical, and confirm or comment; and
- Prepare site specific foundation designs, as may be required; and
- Obtain local building permits for Owner, if requested by Owner.

Final modular building plans and specifications will be prepared by the modular building manufacturer, sealed by an architect or engineer authorized by the Commonwealth of Virginia, and submitted to an authorized third party for approval. Vanguard Modular Building Systems, LLC will manage this process.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

No

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

No

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

Caitlin Murtaugh / Project Manager, UVA Facilities Management
University of Virginia
140 Leake Drive, P.O. Box 400726
Charlottesville, VA 22904-4726
Phone: (434) 924-1777

William E. Price / Capital Outlay Program Manager
Virginia Community College System
300 Arboretum Place, Suite 200
Richmond, VA 23236
Phone: (804) 819-4916

Keith Kessler / Buyer II
Fairfax County Public Schools
Department of Facilities and Transportation Services
Design and Construction Services
8115 Gatehouse Road, Suite 3500
Falls Church, VA 22042
Phone: (571) 423-2262

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

Chris Clocher, AIA
CSS Architects, Inc.
107 Audubon Road, Building 2, Suite 300
Wakefield, MA 01880
Phone: 781-245-8400

Michael R. Bell, AIA
Breslin Ridyard Fadero Architects
1226 Union Boulevard
Allentown, PA 18109
Phone: (610) 437-9626 ext. 138

Paul Jorgensen, AIA
Silver/Petrucci & Associates
3190 Whitney Avenue, Building 2
Hamden, CT 06518
Phone: (203) 230-9007 ext. 244

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

Catherine Furlett / Senior Sales Associate, Treasury and Payment Solutions
BMO Harris Bank
111 West Monroe Street
18th Floor West
Chicago, IL 60603
Phone: (312) 461-6042
Email: Catherine.furlett@bmo.com

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Jonathan Wright

First String Space, Inc.
892 Railroad Avenue East
P.O. Box 158
Pearson, GA 31642
Phone: (912) 422-6455

Ken Mueller
Virginia Modular Services
3001 Mountclair Road
Chester, VA 23831
Phone: (804) 748-8280

David Roberts
Commonwealth Fire Protection
2749 Creek Hill Road
P.O. Box 351
Leola, PA 17540
Phone: (717) 656-2981



AIA® Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	UVA U-Hall	NVCC Loudon	Modular Classrooms at Oakton H.S.	Star Campus Modular Labs
PROJECT LOCATION	Charlottesville, Virginia	Richmond, Virginia	Oakton, VA	Newark, DE
PROJECT TYPE	Modular Building	Modular Classroom Building	Modular Classroom Buildings	Modular Laboratories & Office Building
OWNER	University of Virginia	Virginia Community College System	Fairfax County Public Schools	University of Delaware
ARCHITECT	UVA	Vanguard Modular	Fairfax County with Vanguard Modular	Vanguard Modular
CONTRACTOR'S PROJECT EXECUTIVE	Kemp Norman	Kemp Norman	Kemp Norman	Paul Lubertine
KEY PERSONNEL (include titles)	Kemp Norman, ASM; Barbara Bieganski, GM, Engineering; Paul Lubertine, GM, Construction; Tim Williams, Operations	Kemp Norman, ASM; Barbara Bieganski, GM, Engineering; Paul Lubertine, GM, Construction; David Bailey, Operations	Kemp Norman, ASM; Barbara Bieganski, GM, Engineering; Paul Lubertine, GM, Construction; David Bailey, Operations	Paul Lubertine, GM, Construction; Ken Flagg, Site Superintendent; Barbara Bieganski, GM, Engineering; Carl Bennett, VP Contracts & Construction Management
PROJECT DETAILS	Contract Amount \$2,700,000 Completion Date 10/13/2018 % Self-Performed Work 75%	Contract Amount \$2,006,241 Completion Date 01/27/2019 % Self-Performed Work 73%	Contract Amount \$1,712,570 Completion Date 09/30/2017 % Self-Performed Work 92%	Contract Amount \$2,619,513 Completion Date 06/15/2019 % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input checked="" type="checkbox"/> Other:	<input checked="" type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				



certifies that

PETER EBERLE

has successfully completed

OSHA 30-Hour Construction

and has earned 3 IACET CEUs and 30 Contact Hours.

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



30172361

9/22/2020

30 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



certifies that

PAUL LUBERTINE

has successfully completed

OSHA 30-Hour Construction

and has earned 3 IACET CEUs and 30 Contact Hours.

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



29407028

SERIAL NUMBER

8/29/2019

COMPLETION DATE

30 HOURS

COURSE DURATION

Peter Rice

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



certifies that

DAVID BAILEY

has successfully completed

OSHA 30-Hour Construction

and has earned 3 IACET CEUs and 30 Contact Hours.

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



30431162

SERIAL NUMBER

4/6/2020

COMPLETION DATE

30 HOURS

COURSE DURATION

Peter Rice

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

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0

Injury and Illness Types

Total number of...	(M)	(N)	(O)	(P)	(Q)	(R)	
(1) Injuries	0	(4) Poisonings	0	(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(9) All other illnesses	0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 20W Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Vanguard Modular Building Systems, LLC
 Street: 717 Constitution Drive, Suite 100
 City: Exton State: PA Zip: 19341
 Industry description (e.g., Manufacture of motor truck trailers): Prefabricated Buildings - sales, leasing & installation
 Standard Industrial Classification (SIC), if known (e.g., 3715):
 OR
 North American Industrial Classification (NAICS), if known (e.g., 336212): 321992

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees: 64
 Total hours worked by all employees last year: 114036

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
 [Signature] Bob K. [Signature] Bob K. [Signature] Bob K.
 Title: CO-ORDINATOR
 Company's executive: [Signature] Bob K.
 Phone: 610-232-2924 Date: 01/28/2021

Save Input

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 18
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OMS no. 1214016

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	2	2

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	38

Injury and Illness Types

Total number of . . .	(M) Injuries	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(1) Injuries	3	0	0	0
(2) Skin disorders	1	0	0	0
(3) Respiratory conditions	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-364, 300 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Vanguard Modular Building Systems, LLC
 Street: 3 Great Valley Parkway, Ste 170
 City: Malvern State: PA Zip: 19355
 Industry description (e.g., *Manufacture of motor truck trailers*):
Prefabricated Buildings
 North American Industrial Classification (NAICS), if known (e.g., 336212):
3 2 1 9 9 2

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees: 52
 Total hours worked by all employees last year: 94428

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
Carl Brown ASSISTANT SECRETARY
 Company executive Title
 Phone 610.232.2924 Date 2/5/2019

Save Input

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
 Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the Free Adobe PDF Reader.

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
 Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."
 Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	1

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
58	0

Injury and Illness Types

Total number of (M)	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
2	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3144, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Vanguard Modular Building Systems, LLC
 Street 717 Constitution Drive, Suite 100
 City Exton State PA Zip 19341
 Industry description (e.g., *Manufacture of motor truck trailers*) Prefabricated Buildings - sales, leasing & installation
 Standard Industrial Classification (SIC), if known (e.g., 3715) _____
 OR _____
 North American Industrial Classification (NAICS), if known (e.g., 336212) 321992

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)
 Annual average number of employees 54
 Total hours worked by all employees last year 108159

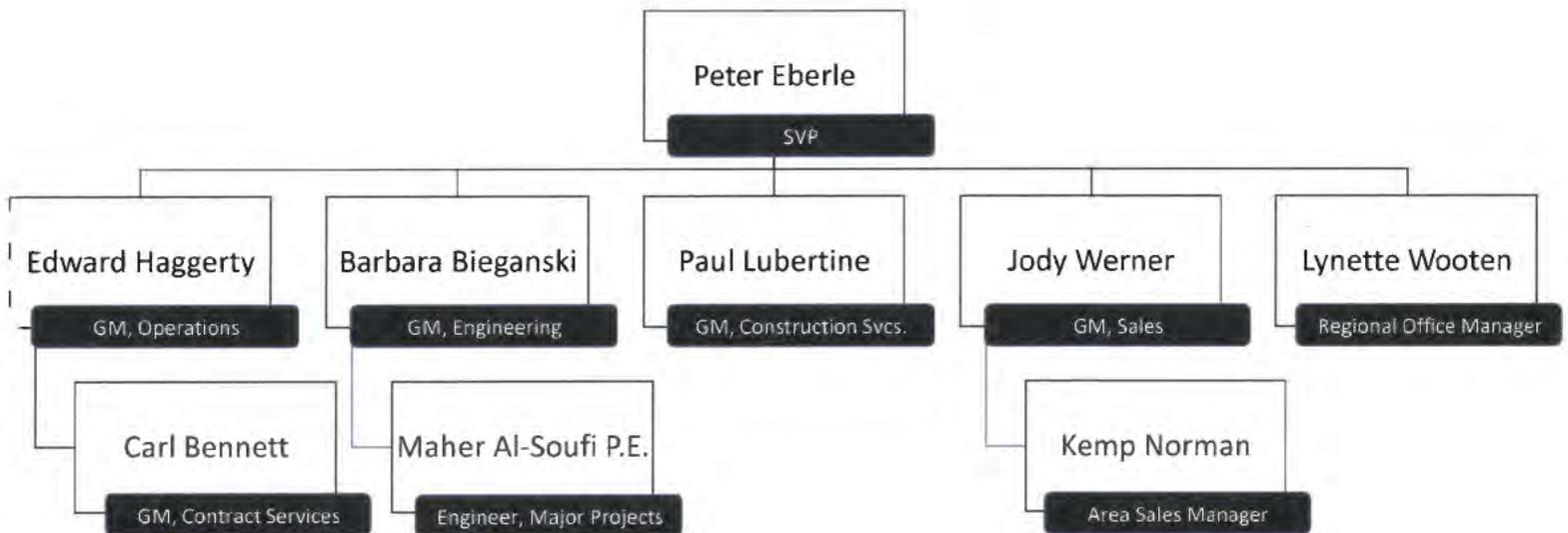
Sign here

Knowing falsifying this document may result in a fine.
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive VP Construction Title
 Name VP Construction
 Phone 610.232.2924 Date 2/4/2020

Save Input

ORGANIZATIONAL CHART





Design

Safety

Communication

Precision

Vanguard Modular Project Team



Vanguard Modular Building Systems, LLC is a BOXX Modular Company

Senior Vice President

Peter Eberle

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

Peter's expertise in managing modular industry companies extends to those that handle production, delivery, installation, safety, and financing. He leads Vanguard Modular with a customer-centric focus, exemplifying one of the core values of the business, and creating a steadfast platform from which the business can deliver quality buildings that meet or exceed customer's expectations.

Peter graduated from Miami University (Ohio) with a B. S. in Business. Peter, and all Vanguard Modular's professionals, are responsible for delivering exceptional buildings and solving facility needs for a wide range of customers across many diverse industries.

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

General Manager, Operations

Edward Haggerty

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

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

Area Sales Manager

Kemp Norman

Kemp Norman has over 20 years of experience working in the modular building industry. Kemp has an extensive background in servicing the modular building needs of the Universities and VCCS in the State of Virginia. He has sold all phases of construction and installation for a wide variety of permanent and temporary modular building projects. He has a solid understanding of the Commonwealth of VA CO-7 and CO-12 process. Kemp is very accomplished in assisting clients with building design, with coordinating engineering for permitting, foundation design, site plans, electrical plans, storm water management plans, erosion and sediment control plans (SWPP, VSMP permits), demolition plans, water and sewer plans, landscaping details, ADA accessibility plans, and life safety plans.

Kemp has vast experience and knowledge of the BCOM review process and is well versed on the review requirements. He has provided all phases of construction and installation for a wide variety of permanent and temporary modular building projects. BCOM review typically can take up to 3 weeks before comments are made. Responding and reevaluating comments can take additional time, however Kemp has been able to narrow the response time by coordinating with the modular factory to make sure the building data, current code information, proper use group and site specific foundation details all contain correct information. Life safety and ADA access are also reviewed and require providing all pertinent data before submittal. Kemp has experience working with engineers to make sure that all facets are covered to reduce the number of responses from the BCOM reviewer. His constant contact with the customer's architectural/engineering firms have allowed him to be consistent with overseeing the processes involved to deliver projects in a timely fashion. Additionally, Kemp has the understanding and ability to assist in obtaining any permits that local agencies may need to proceed with their projects.

Kemp has successfully completed projects ranging from small square footage requirements to large building requirements in excess of 25,000 square feet.

General Manager, Engineering Services

Barbara Bieganski

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

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

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

Appointments:

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

Professional Licenses:

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

Certifications:

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

Professional Affiliations:

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

General Manager, Construction Services

Paul Lubertine

Paul Lubertine rejoined Vanguard Modular Building Systems in April 2018 and is currently General Manager of Construction Services. He previously worked for Vanguard Modular Building Systems from 2001 to 2004 as Area Sales Manager in the Baltimore / Washington market.

Paul brings with him a broad range of experience from his career spanning 35 years in both the commercial modular and conventional construction industries. Paul has served in positions including: Estimator, Project Manager, Director of Construction, Branch Manager, Business Development, and Sales Management. Responsibilities have included: sales / marketing, physical needs assessment, budget development, scope development, project scheduling, procurement, contract administration, QA / QC and construction management. Paul understands the importance of avoiding surprises that can take a project off track, and works in a non-adversarial collaborative manner with customers and suppliers to insure successful project outcomes.

As General Manager of Construction Services, Paul maintains responsibility for oversight of all projects. He works with his team to successfully deliver projects that maximize value and achieve the highest level of satisfaction for Vanguard Modular's customers.

Major Representative Projects of Paul Lubertine Include:

- **Outpatient Medical Office Building—Sinai Hospital, Baltimore, MD**
Design-Build of a 22, 016 sq. ft. Two-story outpatient medical office building. The building included exam rooms and a pharmacy. The project scope included site work and a full masonry perimeter wall foundation. The project received an award from the Modular Building Institute.
Project Total: \$2.3 million
- **Office Building—Philip Morris USA, Richmond, VA**
Fast track project to dismantle and refurbish and move an existing (48) unit complex 34,560 sq. ft. from Baltimore, MD to Richmond, VA. The refurbishment was substantial, consisting of new roof, RTUs, and complete demolition of interior partitions and on-site construction of new partitions, plywood floor, restrooms, sprinkler system, electrical wiring, ceilings and floor finishes. The entire project completed in 89 days.
Project Total: \$2.5 million
- **Pharmaceutical Laboratory—Merck & Company, Inc., Rahway, NJ**
Design, manufacture and installation of two-story 30,000 sq. ft. research laboratory. The project was non-combustible 2-C construction with 4" thick concrete floor, steel framing, and a full masonry brick exterior. Scope of work included site work, utilities, laboratory casework, and fume hoods.
Project Total: \$3.3 million
- **Office Building—AT & T Lucent Technologies, Naperville, IL**
This project was to furnish and install a 28,800 sq. ft. two-story wood / steel frame modular building. The building had been off lease in a storage facility for a number of years requiring complete renovation.
Project Total: \$2.6 million

Engineer, Major Projects

Maher Al-Soufi, P.E.

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

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

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

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

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

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

Major Representative Projects of Mark Al-Soufi include:

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

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

Project Total: \$6.5 million.

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

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

Project Total: \$6.14 million.

Dormitory Buildings at Seven Prison Sites for Pennsylvania Department of Corrections

Design-Build eight 1-story dormitory buildings at a total of seven sites for minimum security prisoner housing throughout the Commonwealth of Pennsylvania. Scope included all site work. Project Total: \$19.3 million.

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

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

Project Total: \$3.9 million.

Morikami Elementary School, Delray Beach, FL

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

Project Total: \$10 million.

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

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

Projects Total: \$42 million

General Manager, Sales

Heinz-Josef Werner

Heinz-Josef (Jody) Werner joined Vanguard Modular Building Systems in November 2000 opening an office in Raleigh, NC as an Area Sales Manager. Mr. Werner started his career in the commercial modular industry in a sales capacity for Space Master Building Systems in June of 1996 until September of 1998 after Space Master was acquired by William Scotsman. He left Williams Scotsman in October of 2000 to start with Vanguard.

Mr. Werner spent the first seven years with Vanguard as an Area Sales Manager until his promotion to Director of Sales in June of 2008. Since that time, he has also held the position of GM & VP of the Southeast Region, VP of Sales, and Sr. VP of Sales. Currently serving as the General Manager of Sales, Mr. Werner is a member of the leadership team for Vanguard Modular and is focused on sales leadership, sales team building and revenue generation.

Mr. Werner credits his growth to his mentors, direct reports, employees in the Corporate office along with Vanguard's customers & suppliers. The learning opportunities they have challenged him with have shaped him into valuable team member to help the organization move forward in a positive direction for the future.

General Manager, Contract Services

Carl Bennett

Carl Bennett is General Manager of Contract Services at Vanguard Modular Building Systems. Carl has over 45 years of experience performing business management, project management, sales and custom design of modular buildings for commercial offices, schools, laboratories and government offices. Since joining Vanguard in 2007 Carl has lead the contracts department, where he has successfully negotiated several multi-million dollars of private and public contracts and arranged project financing for clients, up to nearly \$19.5 million.

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

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

Major Representative Projects of Carl Bennett include: Child Development Center at Bronx Community College, CUNY, Bronx, NY Sales Team Member and Contracts Manager: Design-Build one 2-story 16,000 sq. ft. non-combustible child development center complete with all site work.
Project Total: \$6.5 million.

Modular Classroom Building at Suffolk County Community College, Brentwood, NY Contracts and Construction Manager: Design-Build one 1-story 24,700 sq. ft. college classroom building for use by Suffolk County Community College. Contract included a 10-year lease.
Project Total: \$6.14 million.

Dormitory Buildings at Seven Prison Sites for Pennsylvania Department of Corrections Sales Team Member, Contracts Manager and Finance Specialist: Negotiated finance leases and Pennsylvania DGS construction contracts and arranged special financing for the Pennsylvania Department of Corrections for Design-Build eight 1-story dormitory buildings at a total of seven sites for minimum security prisoner housing throughout the Commonwealth of Pennsylvania. Scope included all site work.
Project Total: \$19.3 million.

Modular Classroom Building at Innovation Academy Charter School, Tyngsborough, MA Sales Team Member and Contracts Manager: Construct one 17,576 sq. ft. architect designed custom modular classroom building complete with all site work.
Project Total: \$3.9 million.

Modular Buildings for Barnstable Public Schools at Hyannis West Elementary and Barnstable West Barnstable Elementary, Town of Barnstable, MA Directed the Estimating, successful Bid and Construction of two 1-story architect designed elementary school additions with all site work.
Project Total: \$3.9 million.



2018 MBI
Hall of Fame

Engineer, Major Projects

Maher Al-Soufi, P.E.

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

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

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

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

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

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

Major Representative Projects of Mark Al-Soufi include:

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

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

Project Total: \$6.5 million.

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

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Project Total: \$10 million.

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

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

Projects Total: \$42 million

VANGUARD MODULAR BUILDING SYSTEMS, LLC
PROPOSAL AND AGREEMENT OF SALE TERMS AND CONDITIONS
AGREEMENT NUMBER _____

1. In consideration of Seller furnishing the equipment described on the front page hereof, the buyer shall pay to the Seller the sum stipulated on the front page hereof, subject to such additions or deductions relative to changes which may hereinafter be agreed upon between the parties in writing per payment terms stipulated on the front page hereof. In the event delivery of equipment for the project requires more than one shipment, Seller, may, at its option, render separate invoices for each shipment. If shipment of any part is delayed Buyer's obligation for the remainder of the equipment shall not be affected thereby. Payment not remitted within ten (10) days of the due date shall bear an interest charge in the maximum amount permitted by law, and in addition, a Late Payment Fee of 10% of the delinquent payment may be assessed.
2. Unless otherwise specifically set forth in the Proposal and Agreement, it is specifically agreed and understood between the parties that the price herein specified does not include any bonds, state or local taxes or governmental charges. Any tax or other governmental charge upon production, sale, use or shipment of products sold, now imposed or hereafter becoming effective, shall be paid and remitted to the appropriate governmental agency by the Buyer, or if state or federal law does not permit payment and remission in such manner, said tax or other governmental charge shall be added to the price and shall be paid by Buyer to Seller unless a proper exemption certificate is provided to Seller. Buyer is solely responsible for payment of any and all applicable taxes.
3. The Buyer shall be solely responsible for any and all additional materials, labor, site preparation and all other items on the project other than those materials as specifically set forth on the front page hereof.
4. The Buyer shall be solely responsible for compliance with all building codes, for obtaining any type of building permits, zoning approvals, licenses and any tap and impact fees, any assessments and all utility costs, or any occupancy variances that may be required on the project. Buyer shall be solely responsible for any damages arising out of the building(s) being utilized for a different occupancy and geographical area other than those for which it was fabricated.
5. Unless otherwise specified, additional expense caused by obstructions, either overhead or underground, concealed conditions, encountering hazardous materials (abatement or remediation to be done by others at their expense) demolition work, grading to bring site level, or extra depth or width of concrete footings, foundations or excavations caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans approved by the Building Department, are to be paid for by the Buyer.
6. The Buyer warrants that he owns, or has the right to construct buildings on, the property which the equipment as described herein is to be delivered, constructed, or other work performed, and will designate to the Seller the location of the corner stakes of the property and will furnish the survey and plot plan showing the boundary dimensions and angles of the property, and the proposed location on the site of the building and/or other work to be performed, together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. Seller shall not be responsible for encroachments of any type. Buyer warrants that said construction will not violate any zoning restrictions or other laws, and the Buyer agrees to indemnify and hold the Seller harmless from all loss or damage or liability which may result from the construction of said building or other work done, or from any lack or defect of title in the Buyer, or by reason of said construction violating any zoning, code or other laws.
7. The Seller's equipment as described herein is warranted for a period of one (1) year against structural failure due to defective material or workmanship in the equipment manufactured unless otherwise stated by warranties of the Seller's supplier of purchased components. Such warranties will be conveyed to Buyer, and Buyer will deal directly with the Supplier if claim arises.
8. The warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "normal" and therefore from this warranty if such conditions exist:
 - A. Improper maintenance
 - B. Installation in an area subject to heavy fall-out, or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufactures, paper plants and the like.
 - C. Acts of God, vandalism, falling objects, external forces, explosion, fire, flood, riots, acts of war or terrorism and radiation.

In the event that any defect is discovered by the Buyer, notice of the defect shall be given to the Seller in writing and such notice must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Buyer and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING WARRANTIES RELATING TO MERCHANTABILITY) EXCEPT THOSE HEREIN.

9. The warranty as outlined above specifically EXCLUDES any used buildings. Said building(s), material and equipment is explicitly sold in "as is" condition NO WARRANTIES EXPRESSED OR IMPLIED. Seller is not responsible for any costs to recode or relabel the building(s), or any damages as a result of the buildings failing to meet codes in geographical areas for which they were not originally fabricated, or being utilized beyond their load or occupancy guidelines.
10. Upon acceptance, the Proposal, together with its terms and conditions take precedence over any other terms and conditions, and shall constitute the entire agreement between the Seller and the Buyer, there being merged all prior and collateral representations, promises and conditions in connection with this proposal, and any representation, promise or condition not incorporated herein shall not be binding on either party.
11. Any building(s) relocation is subject to the terms and conditions of Buyer's Relocation Amendment which shall govern any conflicts with these Terms and Conditions.
12. Manufacturer's Certificate of Origin or Title (if applicable) to the equipment described herein will be conveyed to the Buyer within thirty (30) days of payment in full to the Seller.
13. Buyer will not hold Seller liable for any damages or delays caused by the module fabricator, accidents, strikes or any union activity, fire, flood, acts of God, acts of war or terrorism, weather delays, labor or material shortages, freight embargoes, delays by regulatory or permit authorities, delays by the Buyer or any employed the them, or any other cause beyond the reasonable control of the Seller. In no event shall Seller be liable for consequential or incidental damages.



Facilities Management

Leake Building
1450 Leake Drive | P.O. Box 400726
Charlottesville, VA 22904-4726

Office (434) 924-1777
Fax (434) 982-5894
www.fm.virginia.edu

To whom it may concern,

I am a Project Manager for Facilities Management at UVA. I worked with Kemp Norman and Vanguard on the Training Grounds project. UVA Athletics moved around 100 people, including student athletes, from University Hall to Vanguard modular units. Kemp worked with us through the planning and design process, helping to tailor the modular units to our unique needs. We are leasing units which we use for locker rooms, study areas, equipment storage, nutrition, and offices.

Vanguard kept us updated often on the delivery process and worked with our construction schedule. They installed the units in an efficient and timely manner. Kemp even touched base with us while he was on vacation.

Vanguard is very responsive to maintenance issues and has sent several technicians out to correct issues that arose after occupants moved into the space. They continue to be in regular communication with us regarding warranty items and routine maintenance.

Vanguard offers an excellent product as well as outstanding customer service. I highly recommend working with Vanguard.

Sincerely,

Caitlin Murtaugh

Caitlin Murtaugh
Project Manager
UVA Facilities Management



TIDEWATER COMMUNITY COLLEGE

From here, go anywhere.TM

DISTRICT ADMINISTRATION

February 22, 2016

To Whom It May Concern:

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

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

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

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

Regards,

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

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

CHESAPEAKE

NORFOLK

PORTSMOUTH

SUFFOLK

VIRGINIA BEACH



Custom

Consistent

Collaborative

Vanguard Modular Projects



VANGUARD
MODULAR BUILDING SYSTEMS

Project Profile

Public University
Bronx, NY

15,000 ft² two-story Elevator

IIB Non-combustible steel & concrete

Child Development Center



Design-build of approx. 15,000 ft² two-story Childcare facility at a popular public university in NY. Work included demolition, rock removal, retaining walls, utility connections, permitting and approvals by city agencies.

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

Project Profile

Public Charter School
Beaumont, TX



50,000 ft² of classroom space

Multiple complexes

Classroom Buildings



This charter school was and continues to experience massive growth creating the need to expand classroom facilities on two existing campuses as well as creating a new campus of all modular classrooms.

The classroom buildings create an excellent learning environment for the students, while proving to be low maintenance and cost effective for a school that continues to experience substantial growth.

Project Profile

Charter School
Tyngsborough, MA



17,500 ft² Exterior architectural panels Storm water management system

Classroom Building



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

Project Profile

Public University
Newark, DE



27,000 ft²

Three interconnected classroom wings

Custom laboratory spaces

Classroom & Laboratory Building



A large amount of laboratory and classroom swing-space was required during extensive and ongoing campus renovations and construction at a prominent university. The three wings of this 27,000 sq. ft. building provided defined and secure separation of departments with a lot of space in which to work. It also allows for the university to phase out portions of the space when it is no longer required. The building was specifically designed for flexibility in use, because while its initial purpose was for science laboratories it could be easily converted for other uses by different departments as needed.

Project Profile

Private College
Dudley, MA



Three buildings

Student rooms

Laundry

Lounge Restrooms

Dormitory Buildings



Turn-key installation of three dormitory buildings ranging in size from 3,900 ft² to 5,800ft². These buildings were provided to accommodate an enrollment surge being experienced at a well-known private college.

Project Profile

Public Elementary School
Barnstable, MA



4,900 ft² Custom interior and exterior finishes Crane set installation Extensive site excavation

Classroom Building & Library



Turn-key construction of a 4,990 ft² classroom building for a public elementary school in Barnstable, MA. The new building includes an art room, music room, library, and restrooms.

Project Profile

Charter School
Sturbridge, MA



18,500 ft² Complete school building Accommodates 150 students

School Building



This 18,500 sq. ft. school building was installed in just over 100 days. Two separate classroom wings are attached with a site built connector. The 300' long building was built to house school activities for 160 students. The building includes classrooms, offices, restrooms, cafeteria, and nurse's office.

Project Profile

Public Elementary School
Hyannis, MA



6,000 ft² Crane set installation Conditioned connector

Classroom Building



Turn-key construction of a 6,007 classroom building for a Public School District on the Cape of Massachusetts. The new classroom space is phase two in the expansion of the district's kindergarten program.

Project Profile

Public Elementary School
Melrose, MA

4,300 ft² 3 classrooms Conditioned connector Custom exterior and interior finishes

Classroom Building



A 4,536 square foot permanent modular addition with connecting conditioned corridor to the existing school building. The addition is 84' X 54' containing 3 classrooms, restrooms, janitor's room, and entrance vestibules. The exterior facade is multi-toned HardiePanel with reglets. The roofing consists of a heat-welded PTO system.

Project Profile

Police Department
Quincy, MA



3,600 ft² Training classroom Fitness room Locker rooms Offices

Training Building



A prominent police department needed to replace an existing training facility. This new state-of-the-art two-story 3,600 ft² building provides classrooms and administrative offices to support operations of the firearms and tactical training center on Moon Island. A couple special features include specialized sound diffusing panels on the rear of the building facing the firing range, and bullet resistant windows throughout the building. The building also has custom computer controlled HVAC to maximize energy efficiency and comfort.

Project Profile

Public Elementary School
Melrose, MA



3,000 ft² Two classrooms with restrooms Conditioned connecting corridor

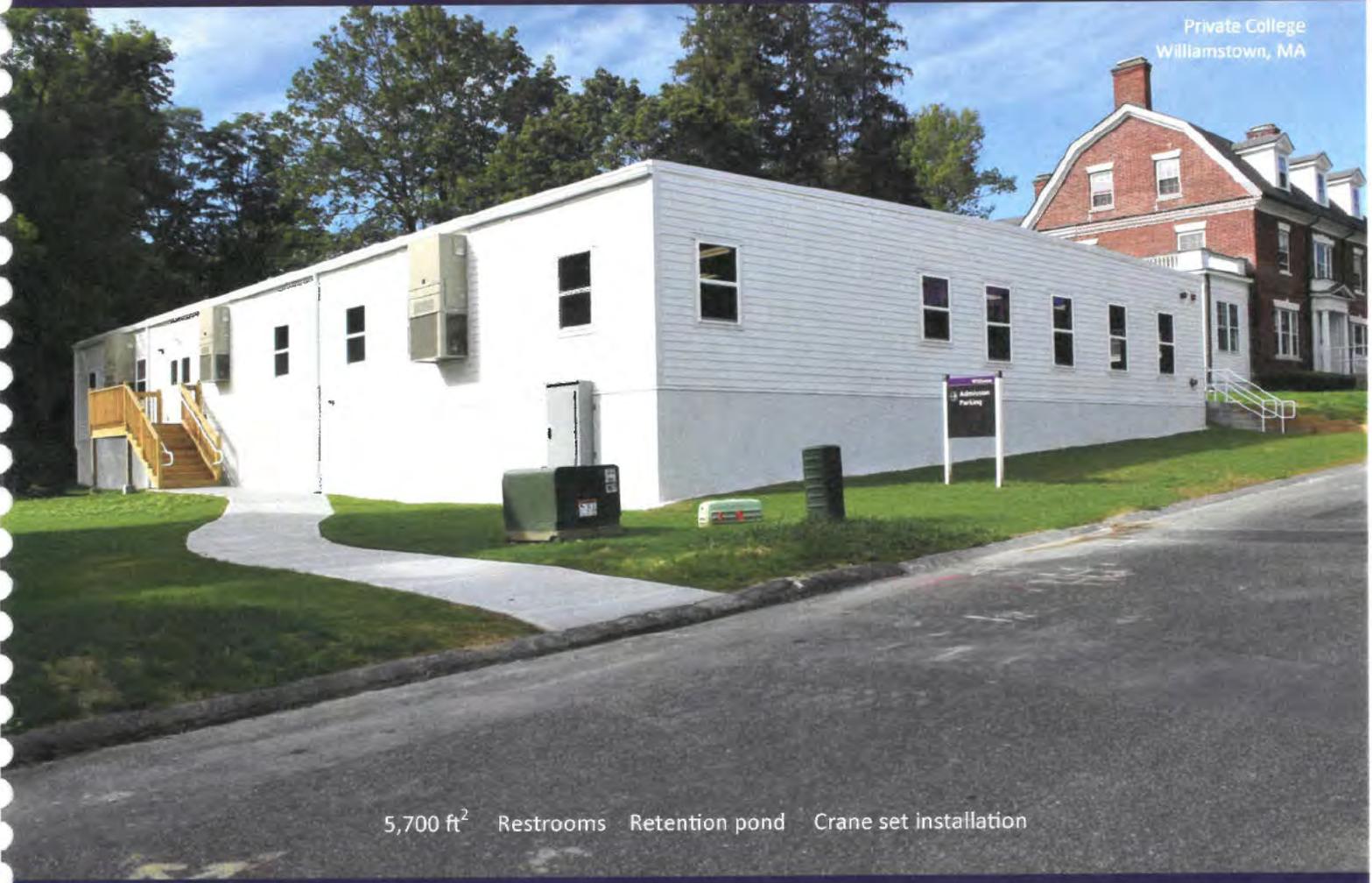
Classroom Building



A permanent addition, this 3,000 sq. ft. classroom building is connected to the existed school building by a 40' conditioned corridor. Crane set on a poured stem wall foundation with concrete internal piers, the 4 piece building provides two additional classrooms and several restrooms for the school. The exterior is finished with multi-toned HardiePanel with reglets, and was designed to complement the existing building.

Project Profile

Private College
Williamstown, MA



5,700 ft² Restrooms Retention pond Crane set installation

Classroom Building



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

Project Profile

Public University
Charlottesville, VA



Locker Rooms

Turn-key construction of relocatable temporary locker rooms for a prominent public university in Virginia.



MODULAR CLASSROOMS

TEMPORARY BUILDING

SCOTTSVILLE ELEMENTARY | ALBEMARLE COUNTY PUBLIC SCHOOLS



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MODULAR CLASSROOMS

Rear Entrance





MODULAR CLASSROOMS

Classroom





MODULAR CLASSROOMS

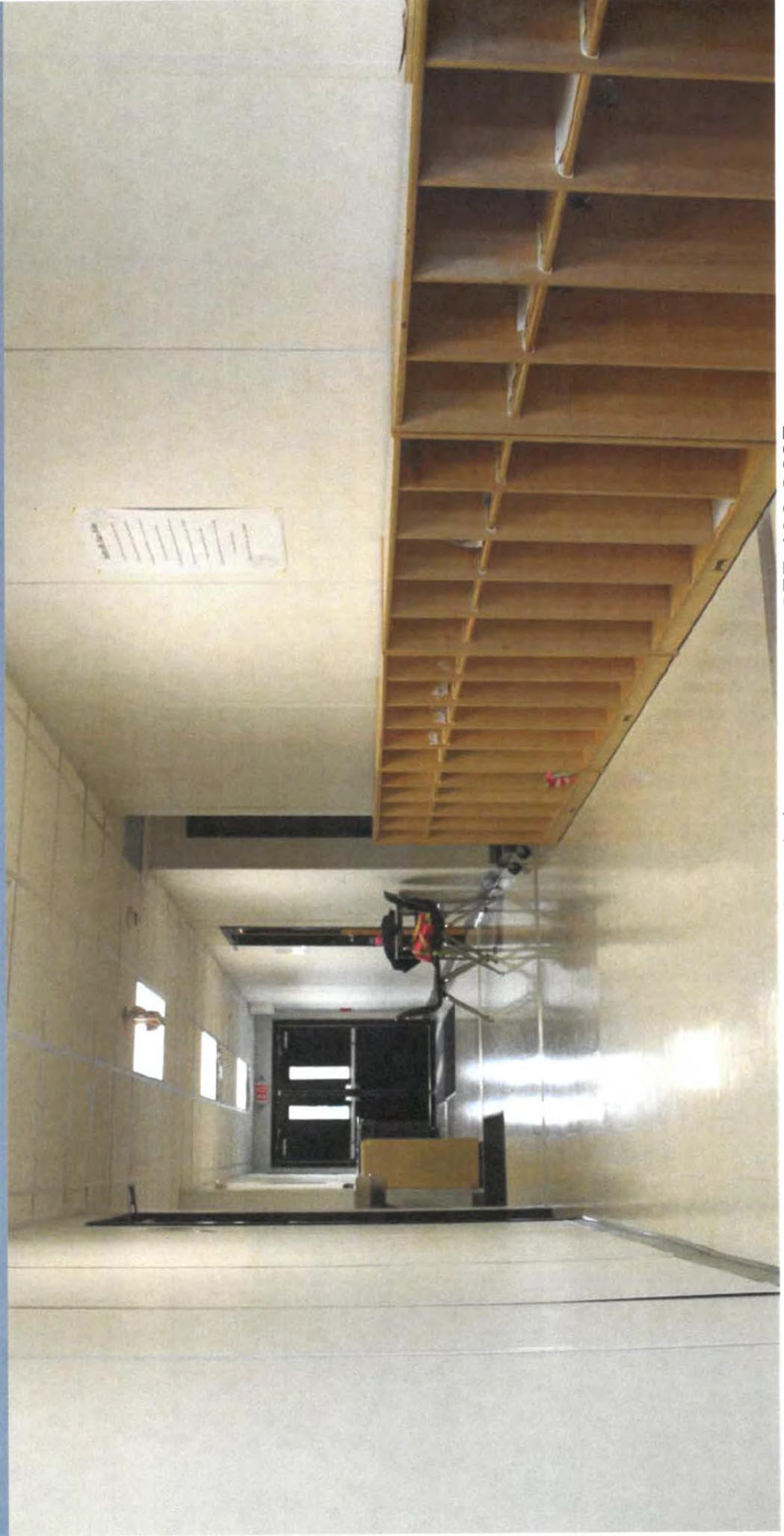
Classroom





MODULAR CLASSROOMS

Central Hallway Toward Front





MODULAR CLASSROOMS

Restroom





MODULAR CLASSROOMS

Aluminum Ramp





MODULAR CLASSROOMS

Aluminum Steps





MODULAR CLASSROOMS

TEMPORARY BUILDING

BOB HOPE SCHOOL | BEAUMONT CAMPUS



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MODULAR CLASSROOMS

Interior Classroom Space





MODULAR CLASSROOMS

Building Entrance





MODULAR CLASSROOMS

Campus of Modulars



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MODULAR CLASSROOMS

Entrance with Steps & Deck

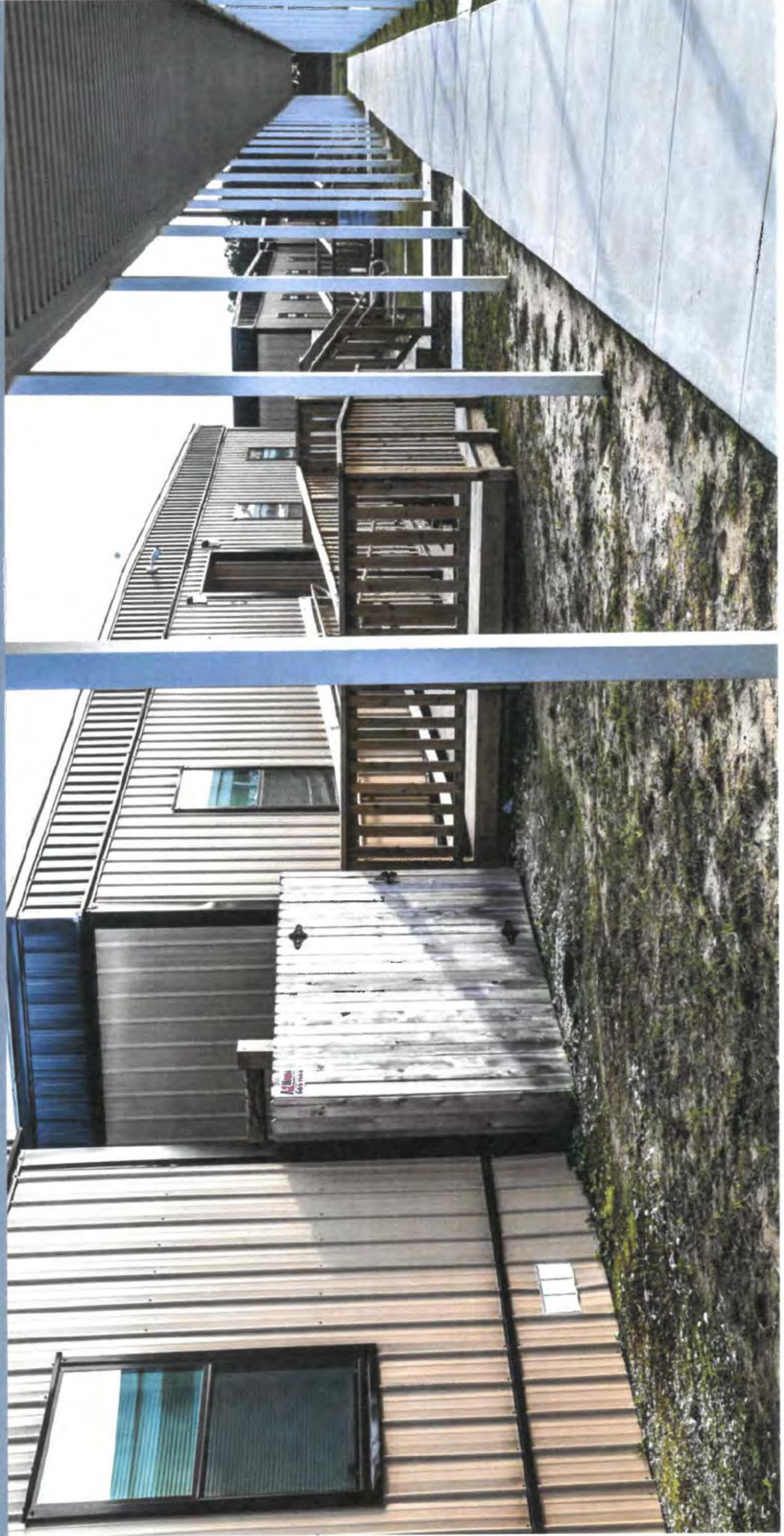


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MODULAR CLASSROOMS

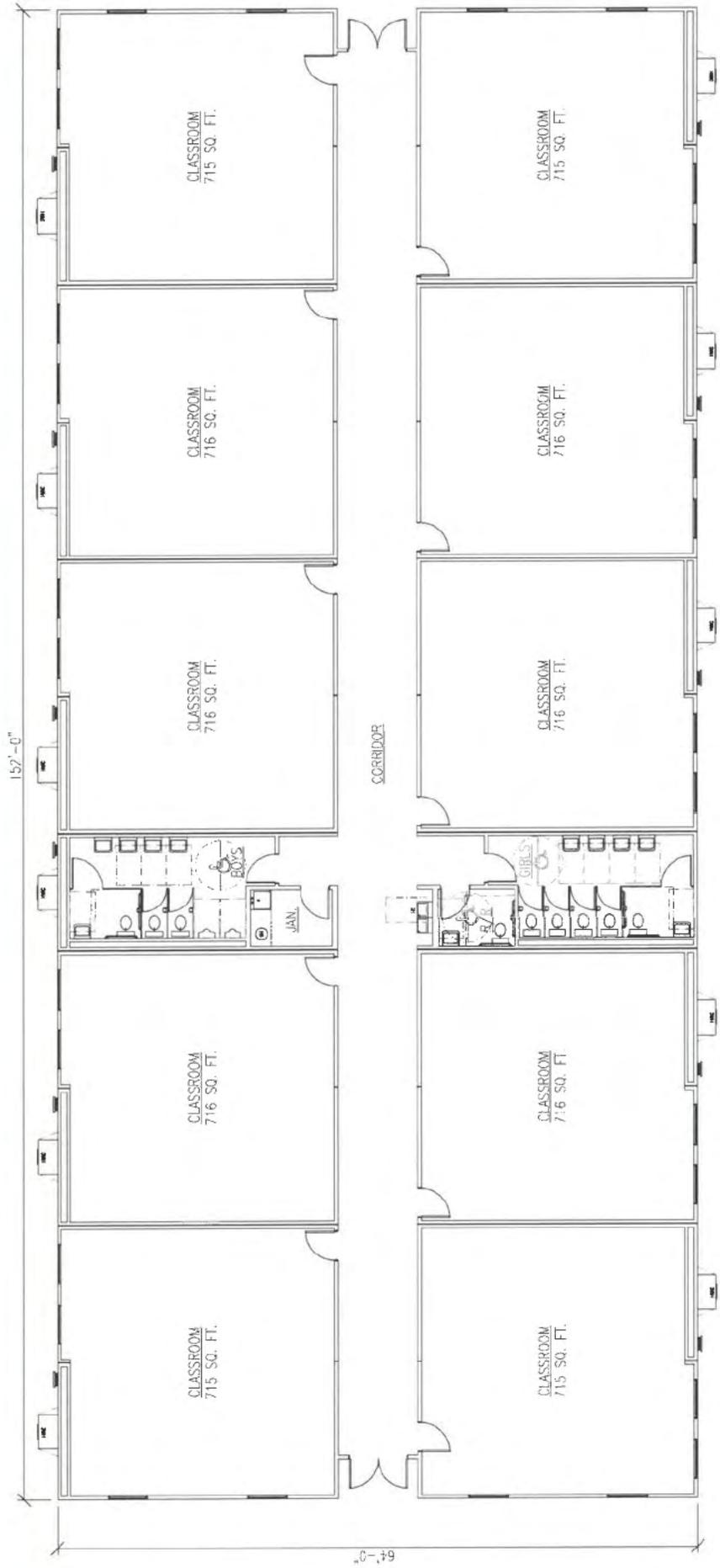
Walkway Canopy





MODULAR CLASSROOMS

Layout





MODULAR CLASSROOMS

TEMPORARY BUILDING

MOORE COUNTY SCHOOLS



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MODULAR CLASSROOMS

Project Overview

Moore County Schools, like many other districts throughout the United States, is in the process of renovating and completely reconstructing older school buildings. Pinehurst Elementary was originally built in the 1940s and needed to be entirely rebuilt to appropriately meet the needs of the current student population.

Rebuilding an entire school building with traditional construction takes at least a year and a half, so Moore County Schools needed a place for the entire elementary school to attend classes during the building construction. The answer was having Vanguard Modular Building Systems create an entire temporary modular building campus on an open field at a local park. The solution was perfect because it was close to the existing elementary school location, and the temporary modular classroom and office buildings could be leased; so once the new building project is completed by the general contractor the relocatable classroom and office buildings can be returned to Vanguard Modular.

The temporary modular elementary school is an interconnected campus of 8 large buildings supplying the school with more than 50,000 square feet for classrooms, offices, a library, a cafeteria, restrooms, and more. The students have everything they need and can learn in a comfortable environment while their new school is under construction. The installation of the buildings took less than three months to complete and provides Pinehurst Elementary students, teachers, and administration with school building space for a year and a half until their new building is ready for occupancy.



MODULAR CLASSROOMS

Staged Modules



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MODULAR CLASSROOMS

Building Entrance





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Campus of Modulars



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MODULAR CLASSROOMS

Outdoor Fairweather Eating Area



www.VanguardModular.com • 877.438.8627



MODULAR CLASSROOMS

Administration Building



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LD

Temporary Interior
Design Co









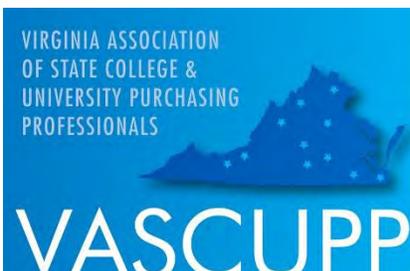


Request for Proposal

RFP# CMB-1108

**Modular Building Systems & Storage
Containers**

02/10/2021



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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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 from 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:

	<u>Points</u>
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
	<u>100</u>

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. PRECEDENCE 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 procurement 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 SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 (SBSB) 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 SBSB 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 (SBSB) 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 (SBSB)-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 #
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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 SBSDB 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



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: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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