### VENDOR CONTRACT

Between

and

(Company Name)

### THE INTERLOCAL PURCHASING SYSTEM (TIPS) For PORTABLE/MODULAR BUILDINGS #04042315

### **General Information**

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

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

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

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

### **Terms and Conditions**

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

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

### **Customer Support**

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

### Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities. Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### Assignments of contracts

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

### Disclosures

- Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The PORTABLE/MODULAR BUILDINGS contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### Payments

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

### Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

### **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

### Indemnity

- 1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations

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

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

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

### Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

### State of Texas Franchise Tax

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

### Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

### Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

### Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 04042315". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

### Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

### Licenses

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

### Novation

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

### Site Requirements (when applicable to service or job)

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### Smoking

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

### Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### Supplemental agreements

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

### Legal obligations

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

### Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

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

### **Project Delivery Order Procedures**

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

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

### Scheduling of Projects

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

### **Support Requirements**

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

### **Special Terms and Conditions**

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

- <u>Contracts</u>: All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract**: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

### Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the <u>general</u> and <u>special terms and</u> <u>conditions</u>. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

Message

02/02/15 PDF Files

All PDF files are Fillable PDF Forms. You have to download the file to your computer, fill out the form, save the form, and upload the form to the "response attachments" section.

If a signature is required you have to fill out the form, print the form, sign the form, scan the form, and upload the form to the "response attachments" section.

	Name	Note	Response
	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
5	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
0	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
1	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
2	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
3	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
4	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No

15	Start Time	Average start time after receipt of customer order is working days?	5
16	Years Experience	Company years experience in this category?	10
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	N/A
19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Aries Building Systems is a leading provider of modular buildings, creating innovative space solutions to meet the expansion needs of clients in a diverse group of industries, including: education, healthcare, corporate, retail/hospitality, correctional and government.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Chris Brewer
22	Primary Contact Title	Primary Contact Title	V.P. of Business Development
23	Primary Contact Email	Primary Contact Email	cb@ariesbuildings.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	281.448.2800
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	254.853.4209
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	832.496.7879
27	Secondary Contact Name	Secondary Contact Name	Michael Bollero, Jr.
28	Secondary Contact Title	Secondary Contact Title	V.P. of Sales & Marketing
29	Secondary Contact Email	Secondary Contact Email	mbj@ariesbuildings.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	281.448.2800
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	254.853.4209
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	281.229.0428
33	2% Contact Name	2% Contact Name	Kim Robinson
34	2% Contact Email	2% Contact Email	krobinson@ariesbuildings.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	817.964.4752
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Kim Robinson
38	Purchase Order Contact Email	Purchase Order Contact Email	krobinson@ariesbuildings.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	817.964.4752
40	Company Website	Company Website	www.ariesbuildings.com

41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	46-1177375
42	Primary Address	Primary Address	12621 Featherwood Drive, Ste. 300
43	Primary Address City	Primary Address City	Houston
44	Primary Address State	Primary Address State	Texas
45	Primary Address Zip	Primary Address Zip	77034
46	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	modular building, portable building, modular classroom, swing space, classroom expansion
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes

Resellers - Dealers

Reseller/Dealer Name	Address	City	State
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N/A

ICONTACT NAME ICONTACT EMAIL ICONTACT Phone	Zip	Contact Name	Contact Email	Contact Phone
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### <u>Provisions for purchase with federal funds for contracts exceeding \$100,000</u> <u>These forms are for non-construction contracts</u>

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If you company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES 🖌 NO [

Signature of Authorized Company Official

3/11/2015

Date

Chris Brewer

Printed Name of Authorized Company Official

Aries Building Systems, LLC

Company Name

Attach to this page a current W-9 form

Please complete the forms below

### Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES CB Initial of Authorized Company Official

### **Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES CB Initial of Authorized Company Official

### SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES \_\_\_\_\_ Initial of Authorized Company Official

### Certification Regarding Lobbying

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

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

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Aries Building Systems, LLC

Name of Organization

12621 Featherwood Dr., Ste. 300, Houston, TX 77034

Address of Organization

Chris Brewer, V.P. of Business Development

Name / Title of Submitting Official

Signature of Submitting Official

03/10/2015

Signature Date

### **Provisions for purchase with federal funds for contracts exceeding \$100,000**

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES CB Initial of Authorized Company Official

# Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES CB Initial of Authorized Company Official

## Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES CB Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

### Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES CB Initial of Authorized Company Official

## Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES <u>CB</u> Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES CB Initial of Authorized Company Official

### **Provisions for purchase with federal funds for contracts exceeding \$100,000**

## Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES CB Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES CB Initial of Authorized Company Official

# Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES CB Initial of Authorized Company Official

### SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at https://www.sam.gov/index.html

Has the vendor been debarred form participation in Federal funds contracts?

NO \_\_\_\_\_ Initial of Authorized Company Official

YES \_\_\_\_\_ Initial of Authorized Company Official

Company Official:

Company:

### **CONTRACT** Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	Aries Building Systems, LLC
Mailing Address:	12621 Featherwood Dr., Ste. 300
City:	Houston
State:	Texas
Zip:	77034
Telephone Number:	(281) 448-2800
Fax Number:	(254) 853-4209
Email Address:	cb@ariesbuildings.com
	NPULLA
Authorized Signature:	CEMM
Printed Name:	Chris Brewer
Position:	V.P. of Business Development

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende Mc Matt

**TIPS Authorized Signature** 

David Wayne Fitts

Approved by Region VIII ESO

4-23-15 Date 4-23-15

Date

### References

** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.	
--	--

Organization	City	State	Contact Name	Contact Phone
KIPP/Linbeck	Houston	ТХ	Ike Allen	713.621.2350
City of Williston ND	Williston	ND	Bill Tracey	701.770.4230
Tulane University	New Orleans	LA	Michael Jester	504.382.5930
Patterson UTI	Houston	ТХ	Melvin Hall	903.877.3659
Helmerich & Payne	Houston	ТХ	Preston Hale	918.588.5399



# WARRANTY

Aries Building Systems, LLC warrants for a period of one (1) year from the date of invoice to its' client that each modular building supplied by it will be free from defects in material and workmanship under normal use and service. Mechanical items such as heater, air conditioner, hot water heater and other components, which are purchased by Aries Building Systems, LLC from equipment manufacturers, carry their own warranty. The warranty does not cover any modular building that has been subject to misuse, neglect or accident. Further, Aries Building Systems, LLC Limited Warranty is contingent to the following conditions:

This warranty shall not apply unless the structure has been installed in accordance with the plans and specifications and Aries Building Systems, LLC Installation Manual.

All claims for warranty must be approved by the Aries Building Systems, LLC Service Department prior to the performance of work and contain the following information:

- Serial Number
- Description of the problem
- Location of the unit
- Point of Contact with Telephone number and email address
- Anticipated cost of repair if work will not be performed by Aries Building Systems, LLC service personnel
- Labor Rates that will apply to the repair work

Any work performed prior to notification or without the necessary information may not be reimbursed. All warranty work must have an Aries Building Systems, LLC Authorization Number prior to commencement of the repair.

Aries Building Systems, LLC will approve labor rates that take into consideration the normal time to perform the necessary repair and the location of the work, however Aries Building Systems, LLC not be bound to prevailing wage or premium time labor costs. Aries Building Systems, LLC attempt to use its own personnel to perform warranty repairs whenever possible.

The remedy herein provided is Aries Building Systems, LLC's only obligation. In no event shall Aries Building Systems, LLC be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment, unless such damages are for personal injury.

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

### WARRANTY CERTIFICATE

Client: Project: Serial Numbers: Warranty Start Date: Warranty Expiration Date:

#### Aries Building Systems, LLC Limited Warranty

Aries Building Systems, LLC warrants for a period of one (1) year from the date of invoice to its' client that each modular building supplied by it will be free from defects in material and workmanship under normal use and service. Mechanical items such as heater, air conditioner, hot water heater and other components, which are purchased by Aries Building Systems, LLC from equipment manufacturers, carry their own warranty. The warranty does not cover any modular building that has been subject to misuse, neglect or accident. Further, Aries Building Systems, LLC Limited Warranty is contingent to the following conditions:

1. This warranty shall not apply unless the structure has been installed in accordance with the plans and specifications and Aries Building Systems, LLC Installation Manual.

- 2. All claims for warranty must be approved by the Aries Buildings Systems, LLC Service Department prior to the performance of work and contain the following information:
  - a. Serial Number
  - b. Description of the problem
  - c. Location of the unit
  - d. Point of Contact with Telephone number and email address
  - e. Anticipated cost of repair if work will not be performed by Aries Building Systems, LLC service personnel
  - f. Labor Rates that will apply to the repair work
- 3. Any work performed prior to notification or without the necessary information may not be reimbursed. All warranty work must have an Aries Authorization Number prior to commencement of the repair.

Aries Building Systems will approve labor rates that take into consideration the normal time to perform the necessary repair and the location of the work, however Aries will not be bound to prevailing wage or premium time labor costs. Aries will attempt to use its own personnel to perform warranty repairs whenever possible.

The remedy herein provided is Aries Building Systems' only obligation. In no event shall Aries Building Systems, LLC be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment, unless such damages are for personal unjury.

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

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Aries Buildings Systems Representative - Signature

Aries Building Systems, LLC 1919 Mueller Lane Troy, TX 76579

\_//XUU

Aries Building Systems Representative - Name and Title



# SUPPLEMENTARY INFORMATION

**CONTRACT NO.:** #04042315

**CONTRACT NAME:** *Portable/Modular Buildings* 

**OPENING DATE AND TIME:** March 12, 2015 at 3:00 p.m. (CST)

### PREPARED FOR:

The Interlocal Purchasing System (TIPS) 4845 US Hwy. 271 North Pittsburg, Texas 75686

### **VENDOR**:

Chris Brewer Aries Building Systems, LLC 11821 East Freeway, Ste. 155 Houston, TX 77029 Ph: 832.496.7879 Email: cb@ariesbuildings.com



# TABLE OF CONTENTS

- ARIES Catalog TIPS USA Portable / Modular Buildings 2015
- Company Overview
- ARIES Education Solutions Brochure
- ARIES Commercial Solutions Brochure



# Aries – TIPS USA

### CATEGORY - PORTABLE / MODULAR BUILDINGS - 2015

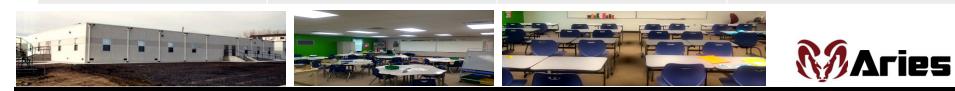
### Aries Building Systems, LLC

Contact: Christopher A. Brewer 12621 Featherwood, Suite 300 Houston, TX 77034 p. (817) 382-7454 e. <u>sales@ariesbuildings.com</u> web. www.ariesbuildings.com



## ARIES SPECIFICATIONS

<ul> <li>CONSTRUCTION</li> <li>Construction Type V</li> <li>Educational / Commercial / Residential</li> <li>Load Min: 50-Floor / 20-Roof / 90- Wind</li> <li>Frame Systems: Steel Frame Systems (Perimeter/True MOD Options)</li> <li>Floor Joist: Wood Sized Accordingly</li> <li>Decking: Minimum ¾" T&amp;G Single Layer</li> <li>Walls: Wood Stud Grade</li> <li>Sheathing: As required by Region</li> <li>Trusses: Engineered as required</li> <li>Insulation: Per Code</li> </ul>	EXTERIOR Siding: HI-RIB Steel or Panels Roofing: Steel, EPDM or Shingles Mansard: Optional Gutters: Optional Doors: Steel w/Steel Jambs Hardware: Grade 2 Windows: Low E DIG Operable Mini-Blinds: Optional Trim: Deluxe Package	<ul> <li>INTERIOR</li> <li>Floor Covering: 1/8" VCT or Carpet with Resilient Flooring in RR's and Wet Areas</li> <li>Wall Covering: Vinyl Covered Gypsum w/FRP in Wet Areas</li> <li>Ceiling: Hard Deck or Suspended Ceiling</li> <li>Doors: Wood w/Pre-Finished Jambs</li> <li>Hardware: Grade 2</li> <li>Windows: Optional</li> <li>Trim: Deluxe Package</li> <li>Support Columns: per plan</li> </ul>	MECHANICAL • HVAC: Wall Mount Electric, sized per plan • Insulated Ductwork • Adjustable Diffusers • Programmable T-Stats • Exhaust: Fans According to Code
ELECTRICAL <ul> <li>Service: Single Phase 120/240</li> <li>Loads: Sized according to Code</li> <li>Raceway: Romex or Conduit per Code</li> <li>Receptacles: 20AMP 12' Spacing</li> <li>Equipment / Appliance Recepts per Plan</li> <li>Switching: Toggle Type</li> <li>Interior Lights: Diffused Type</li> <li>Exterior Lights: Globe w/Photo Cell</li> <li>Junction Boxes: (4) per module</li> </ul>	<ul> <li>PLUMBING</li> <li>Water Lines: PEX or Copper per Code</li> <li>Waste Lines: PVC per Code</li> <li>Water Heaters: Electric</li> <li>Water Closets: White China Tank Type</li> <li>Urinals: per plan</li> <li>Partitions: Metal per plan</li> <li>RR Sinks: Wall Mount ADA</li> <li>Use Sinks: Stainless per plan</li> <li>Utility Sink: Fiberglass per plan</li> </ul>	LIFE SAFETY • Exit Lights per Code • Emergency Lights per Code • Fire Extinguishers: Optional • Fire Alarm: Optional • Fire Suppression: Optional • Fire Rating: Optional	FF & E Sanitary Supplies: Optional Mirrors: Optional Signage: Optional Furniture: Optional CR Fixtures: Optional Casework: Optional



## SERVICES / CLARIFICATIONS

#### CODES / LABELS

- Modular buildings are built in accordance with federal building mechanical, plumbing and electrical codes as well as state codes where the building will be temporarily or permanently located. (Local Codes excluded)
- Minimum Loads are utilized for base specifications
- State Seals
- MBI Seals

### SERVICES (See Option)

Manufacturing

Financing

Installation

A & E Services

**Delivery & Relocation** 

Leasing

- Site Construction
  - Utilities
    - Site ImprovementsRefurbishment

ADA Access

Buy-Backs

#### EXCLUSIONS

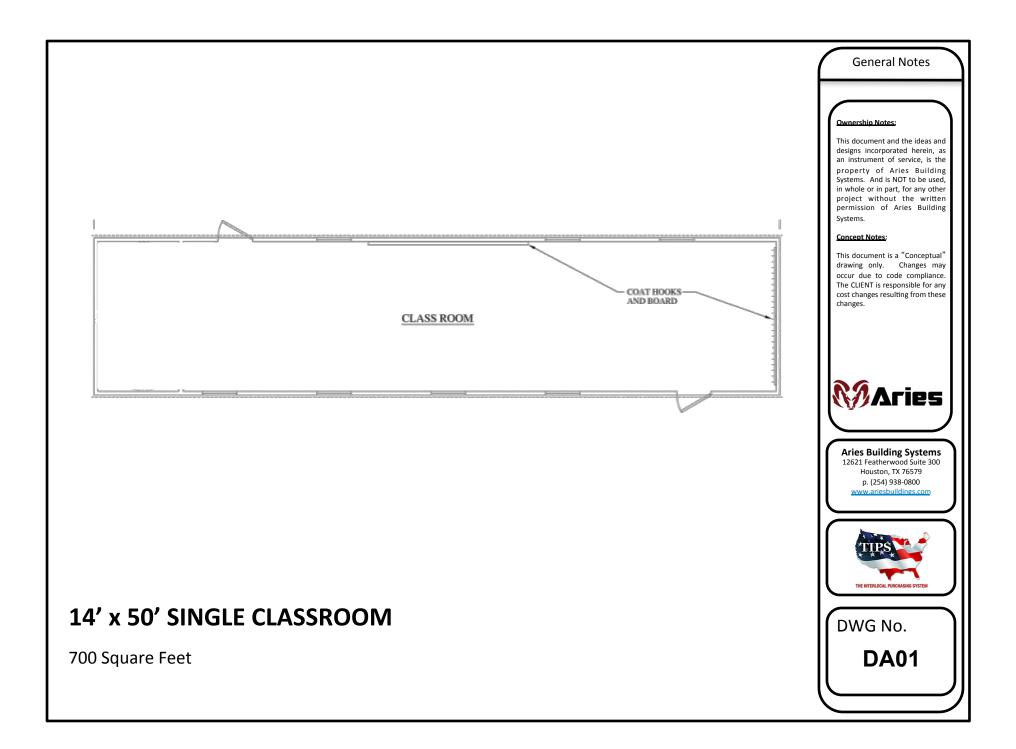
- 1. ARIES excludes all state, federal and local taxes.
- 2. ARIES excludes bonding in pricing.
- 3. Insurance during the lease is by the Customer.

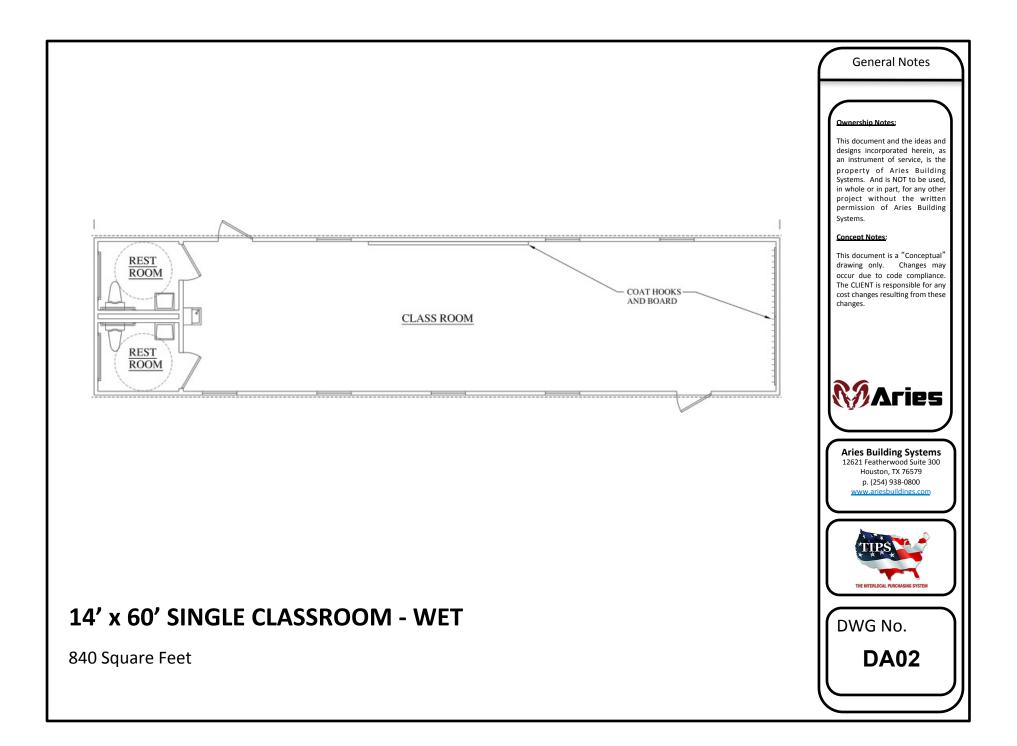
#### CLARIFICATIONS

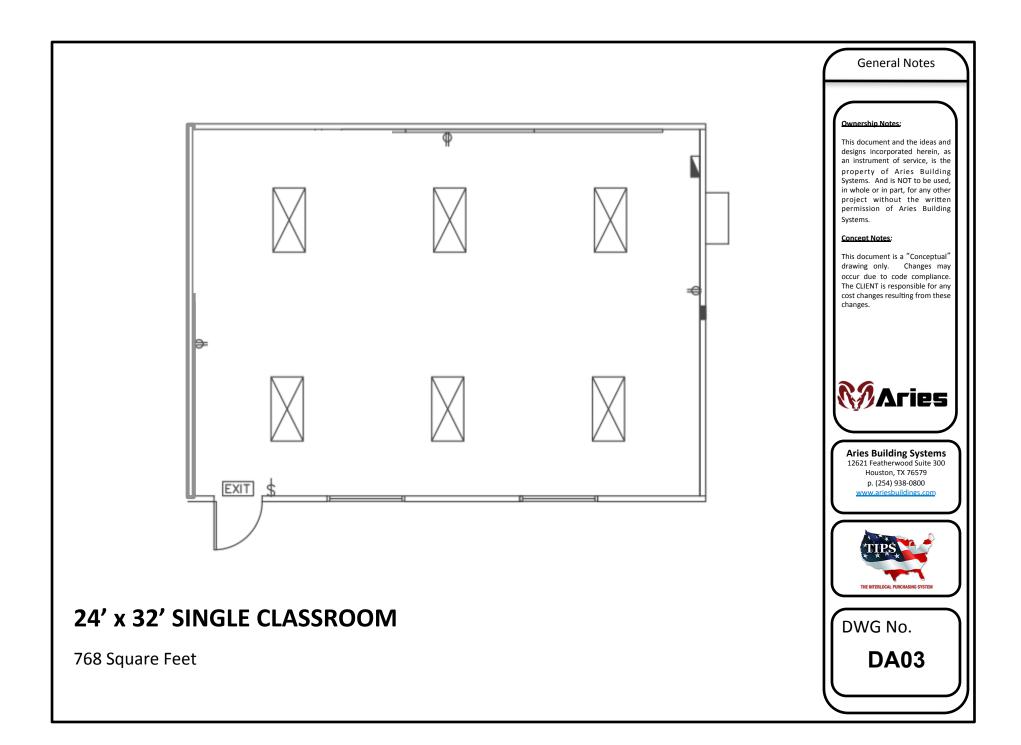
- 1. ARIES assumes owner will provide a clear and accessible site to allow for the delivery and installation of modular sections using standard modular industry vehicles and equipment.
- 2. ARIES does not include unknown or unforeseen events such as lack of natural resources, driver wait time, escorts, customer preparedness, or site preparations unless stated otherwise herein of which the Owner will be responsible for any associated cost impacts.
- 3. ARIES does not include Engineering beyond standard Modular Engineering Packages for State Modular Certification; unless stated otherwise herein.
- 4. ARIES does not include applicable site development work up to building line including, but not limited to: parking, entries, sidewalks, site plumbing (water and sewer), site power (electrical), signage, landscaping, and fencing; unless stated otherwise herein.
- 5. ARIES does not include services, manifolds, piping, lifts, meters, valves, connections, etc. to site water and waste; unless stated otherwise herein.
- 6. ARIES does not include services, manifolds, conduits, panels, meters, disconnects, connections, etc. to site electrical or gas services; unless stated otherwise herein.
- 7. ARIES does not include any voice, data, security, notification, fire alarm or fire suppressions systems; unless stated otherwise herein.
- 8. ARIES does not include, FFE, signage, HVAC testing and balancing, condensation drains, gutters, downspouts, etc.; unless stated otherwise herein.

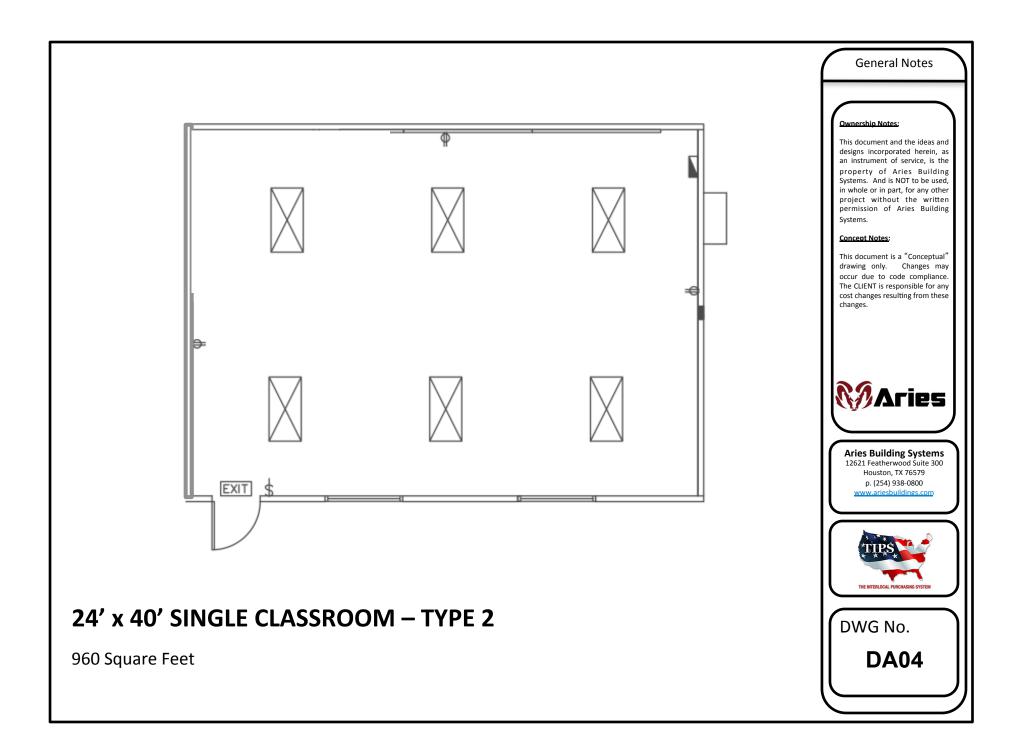


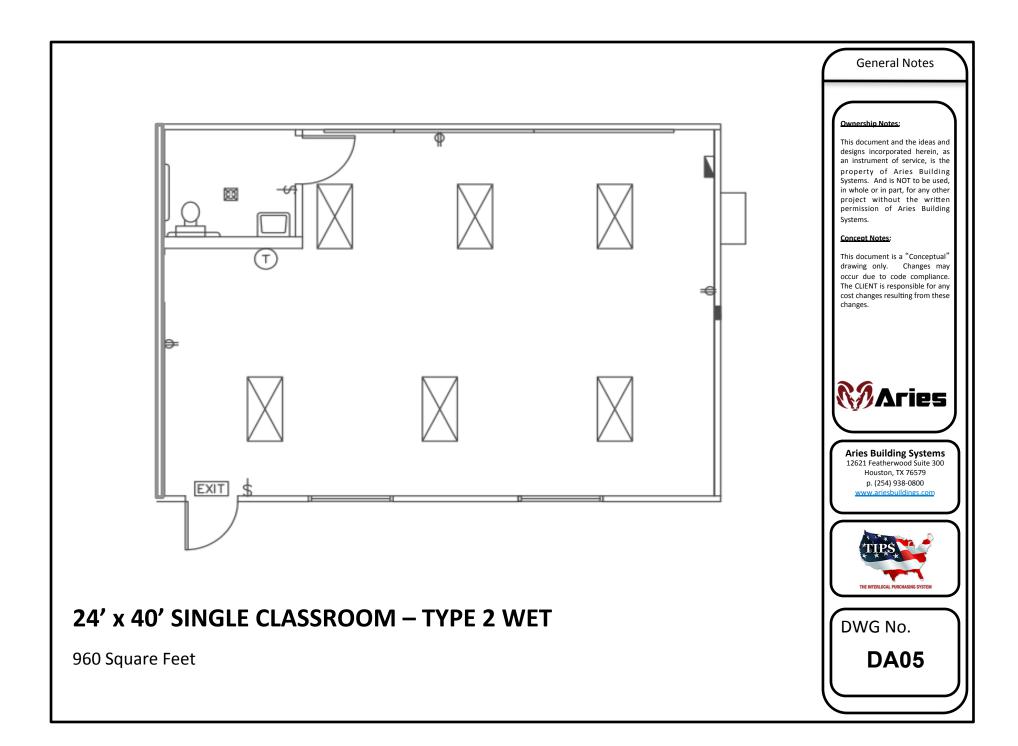
Aries Building Systems | Integrated Provider | 817.382.7454 | www.ariesbuildings.com

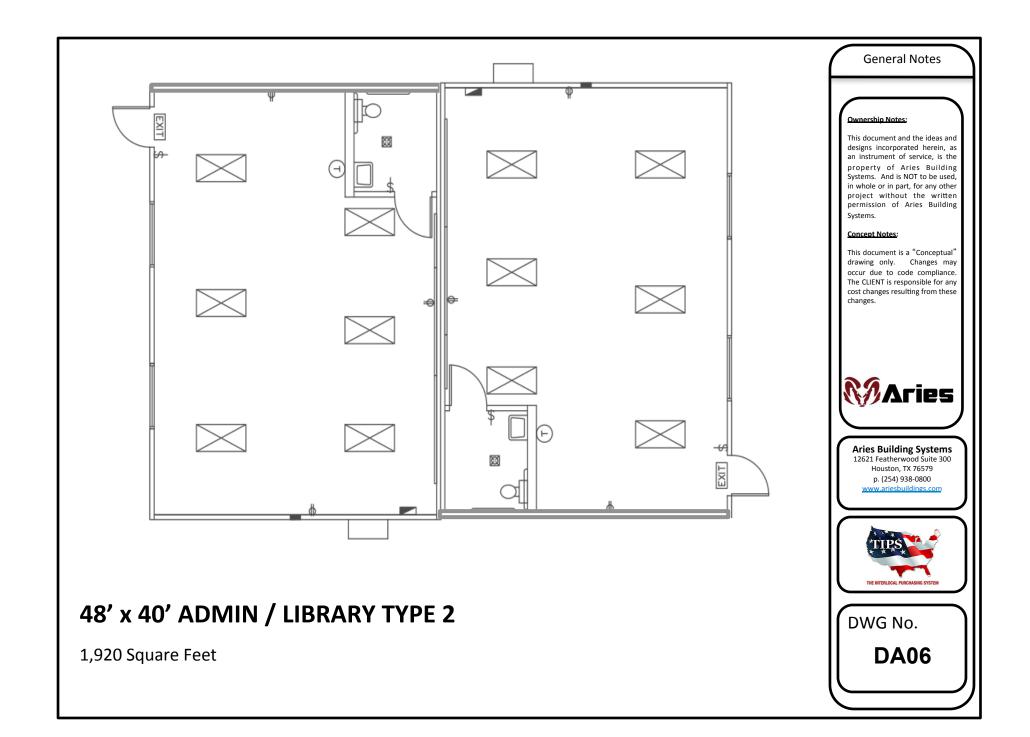


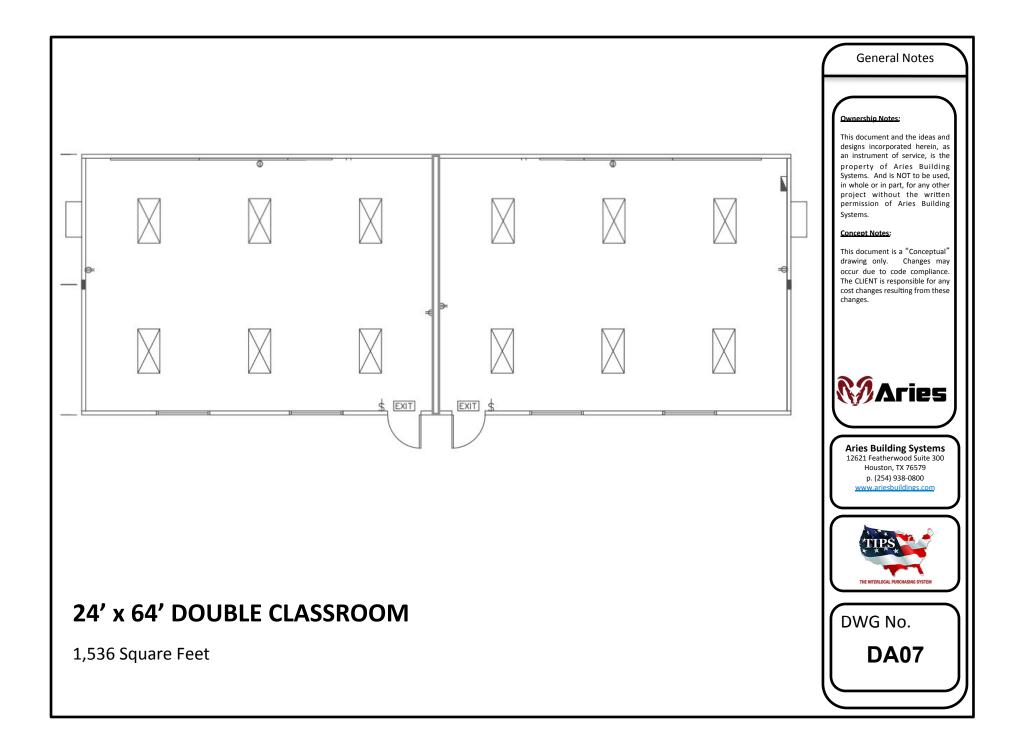


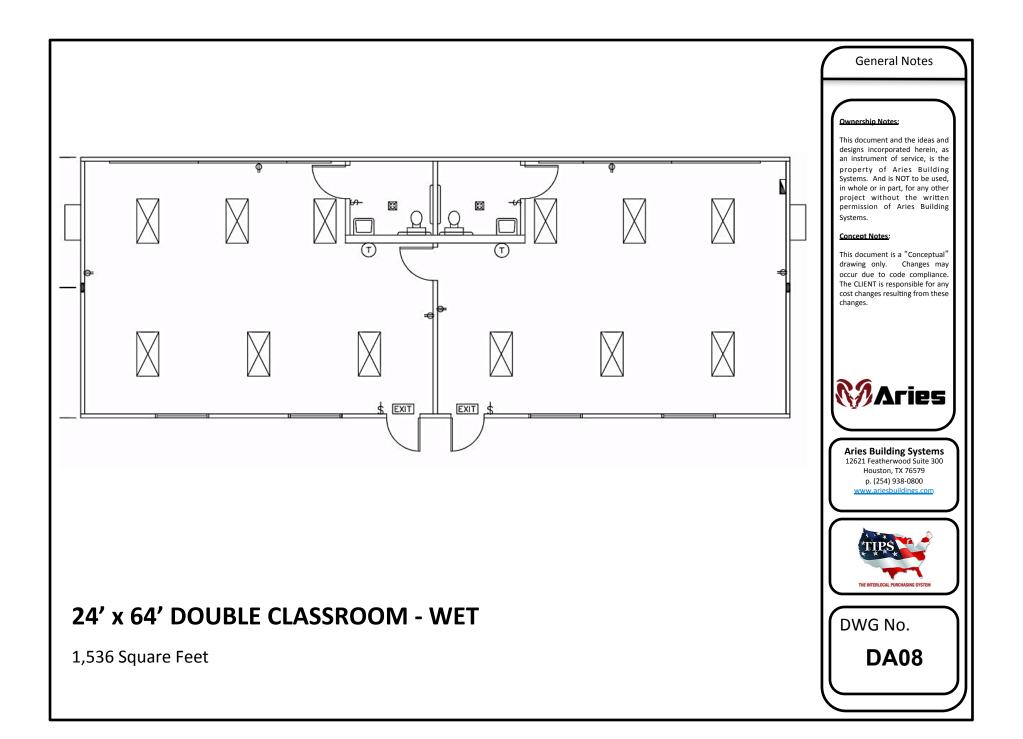


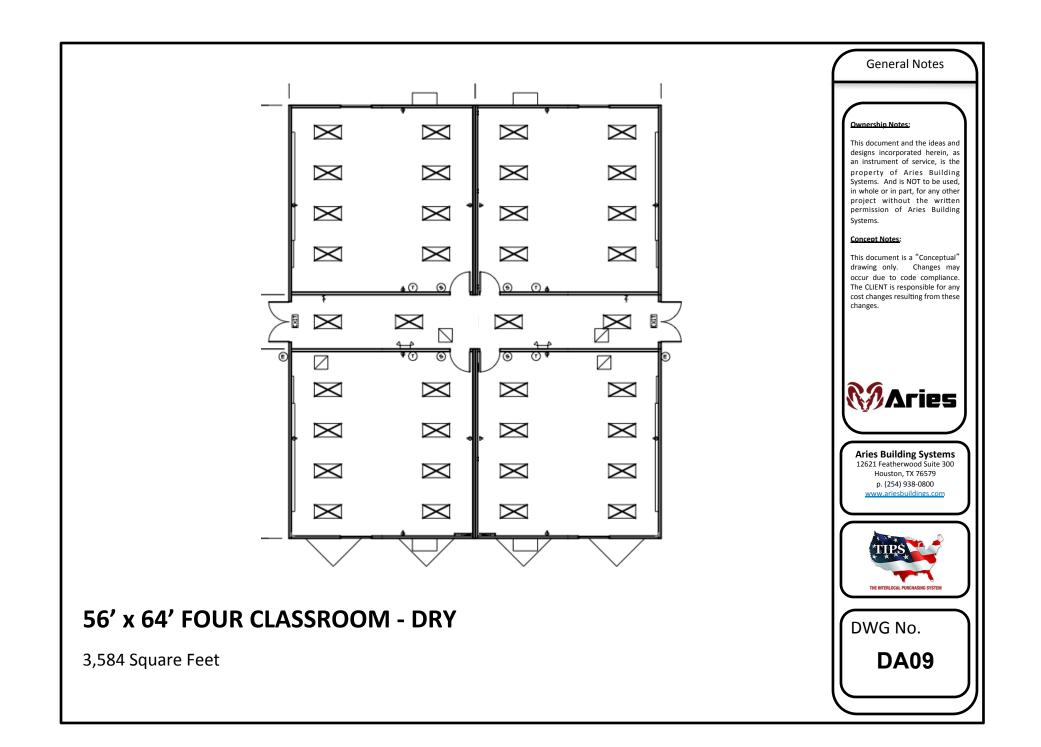


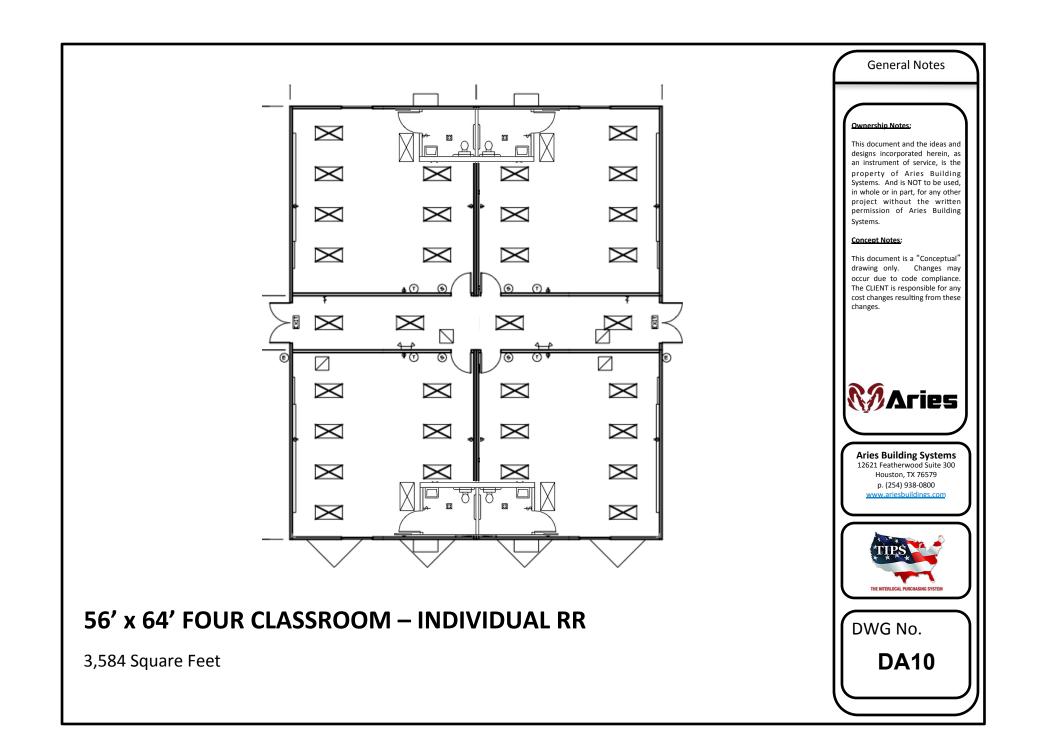


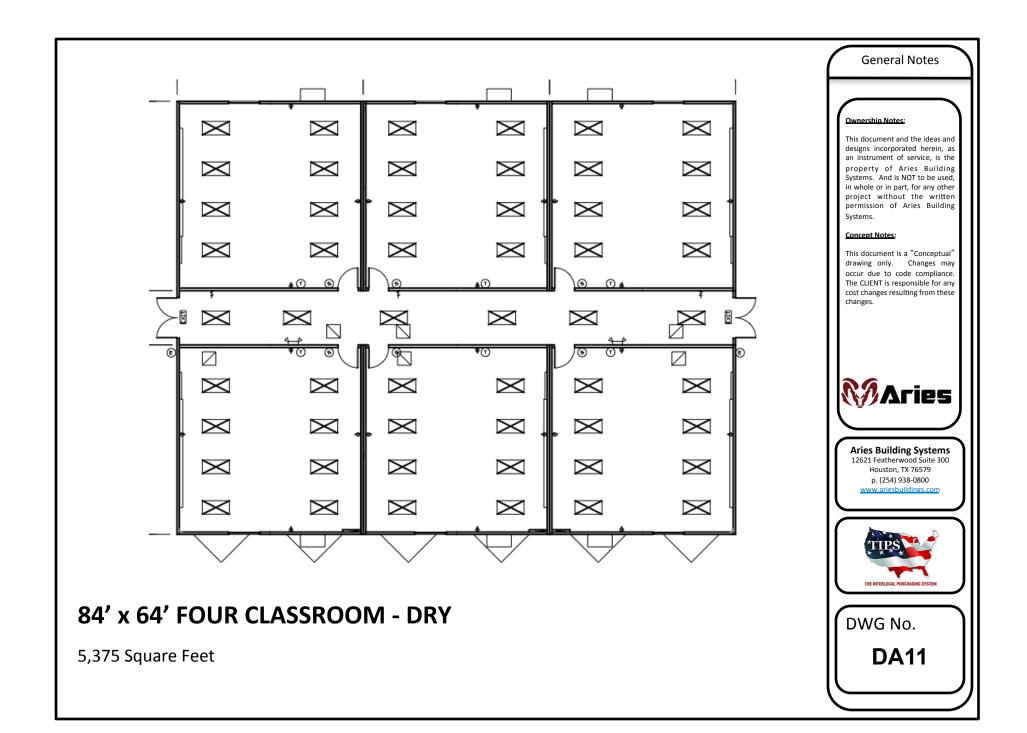


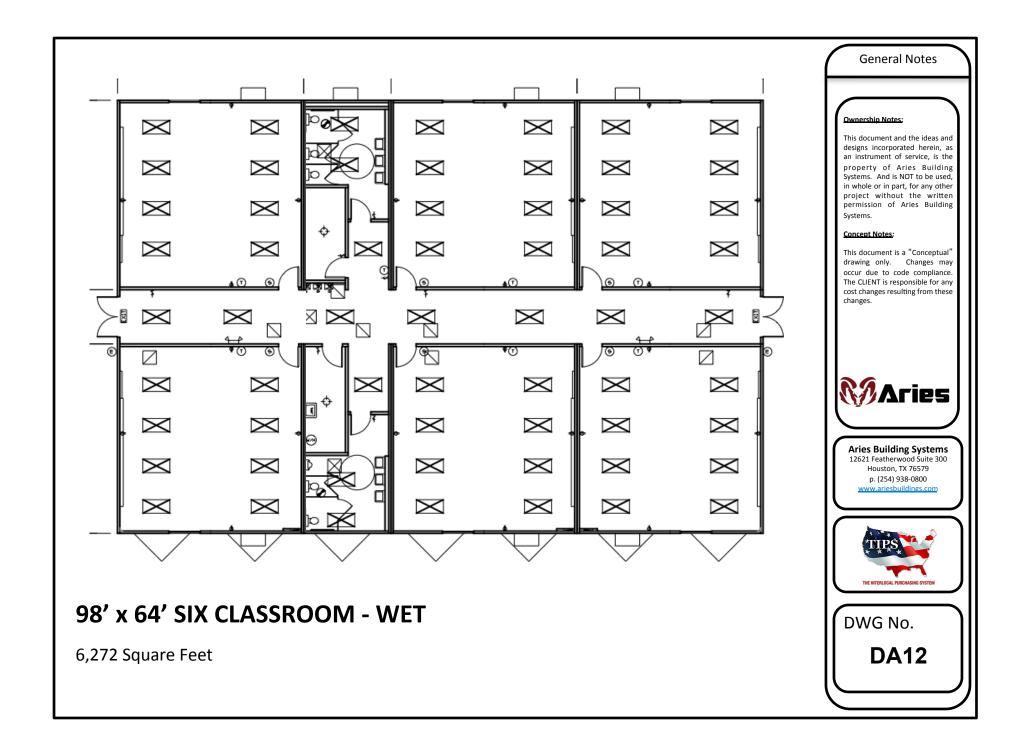


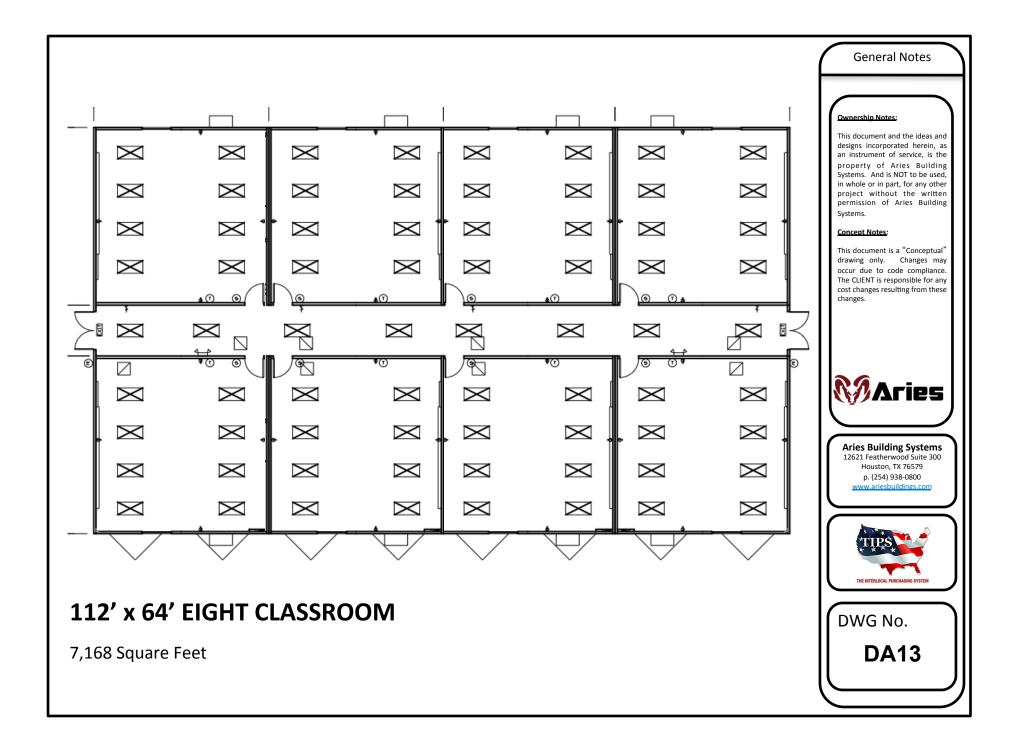


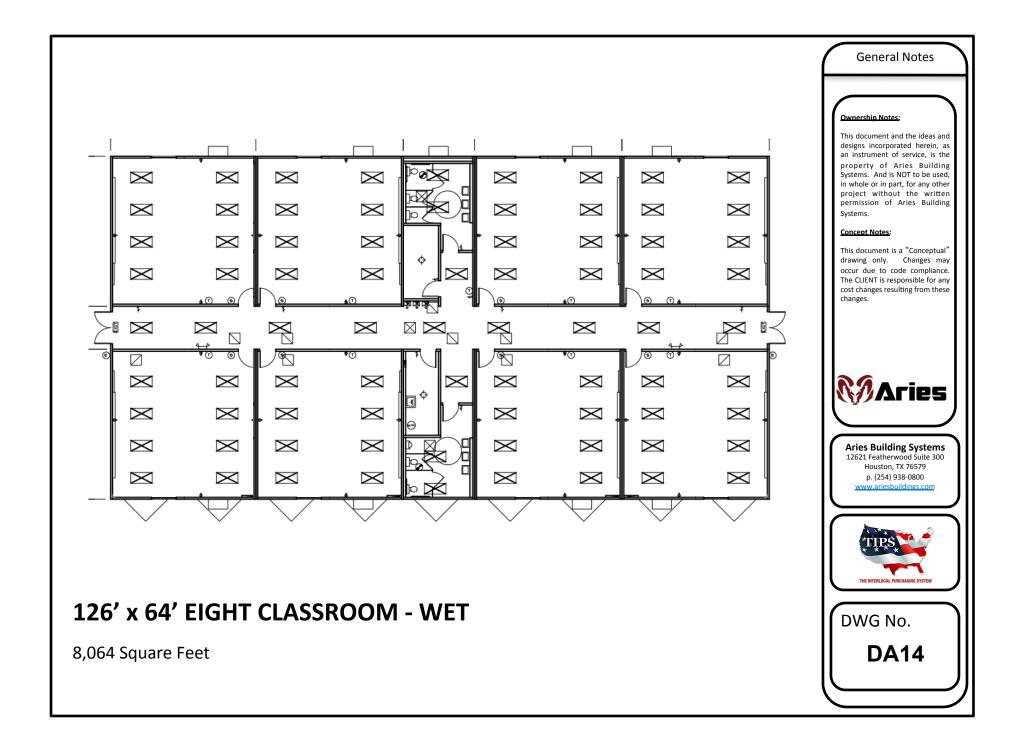


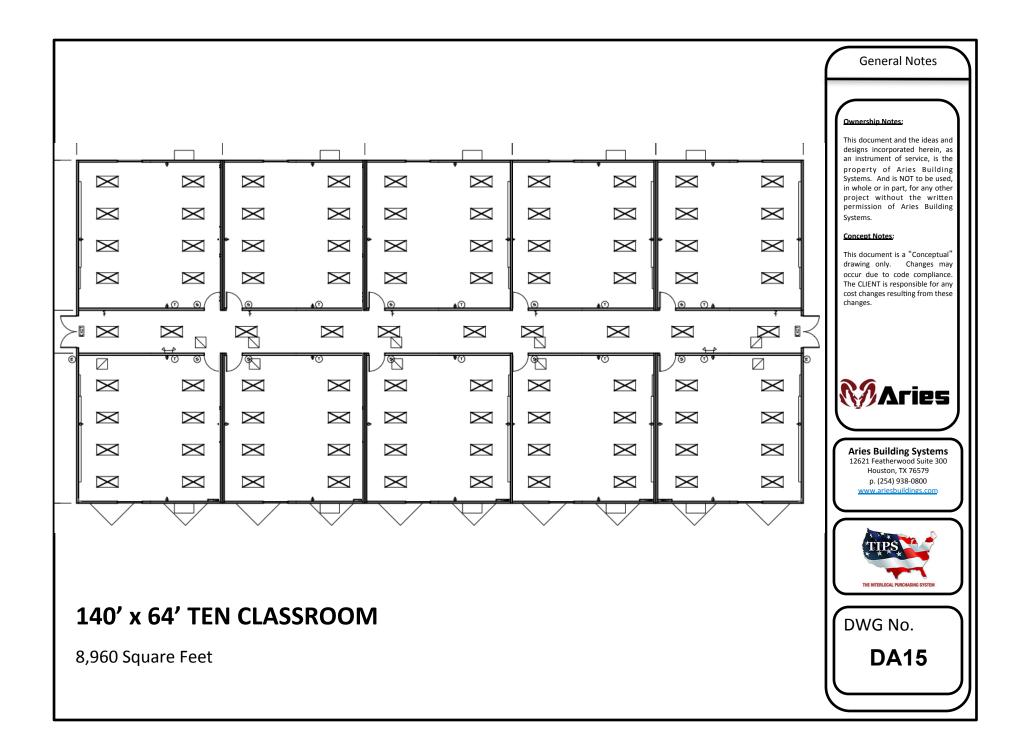


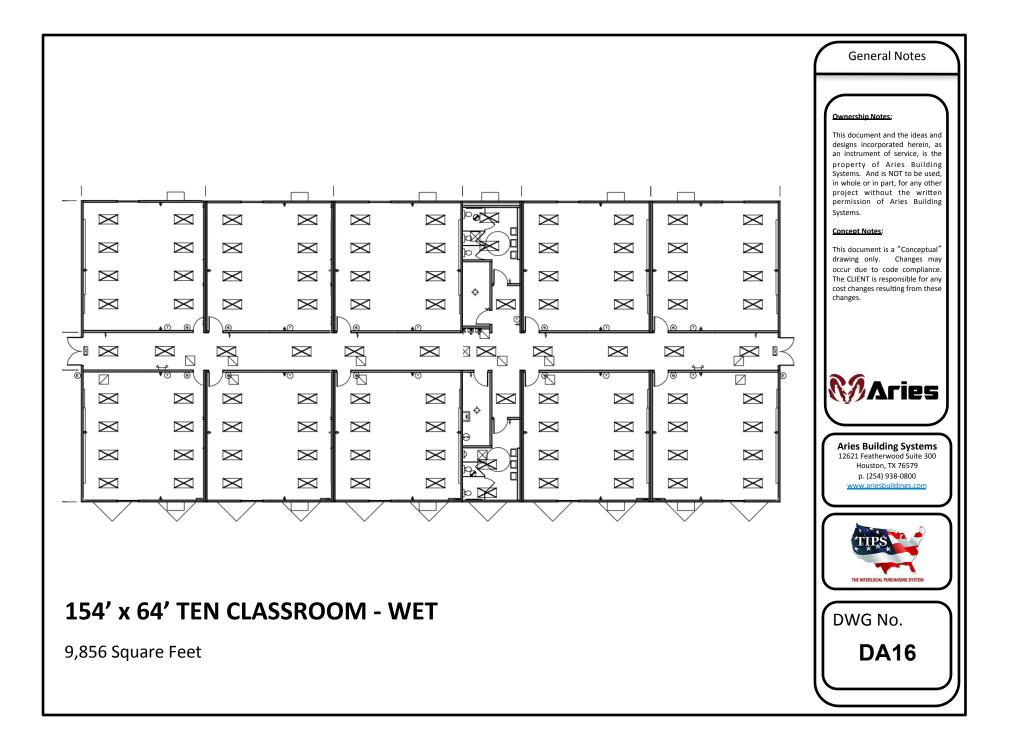


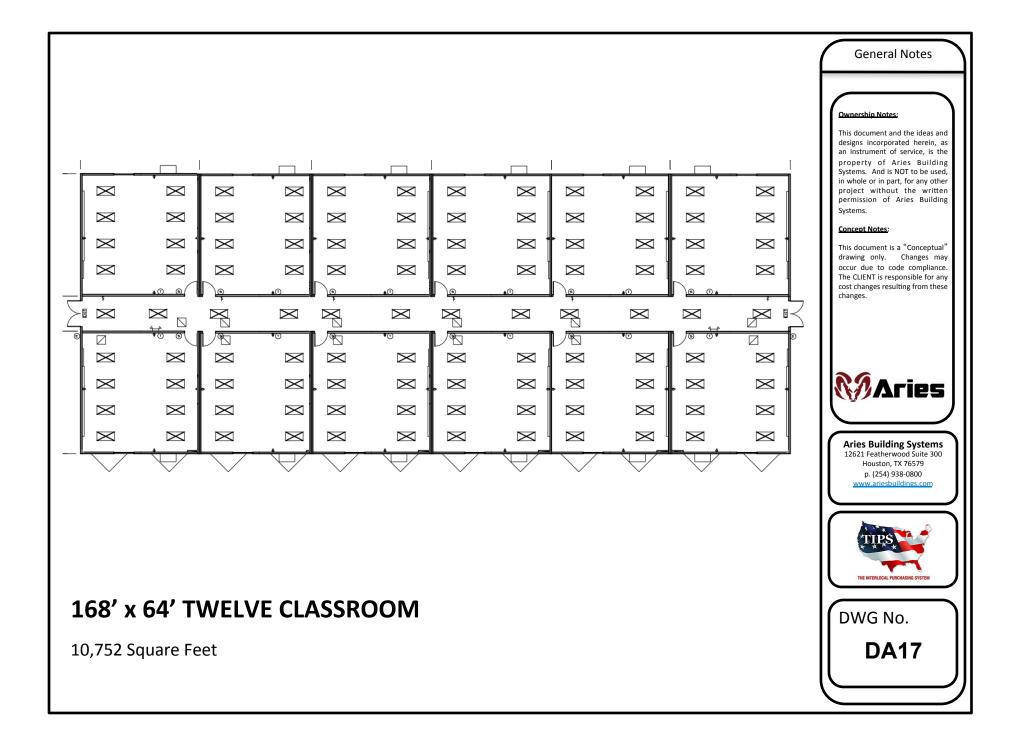


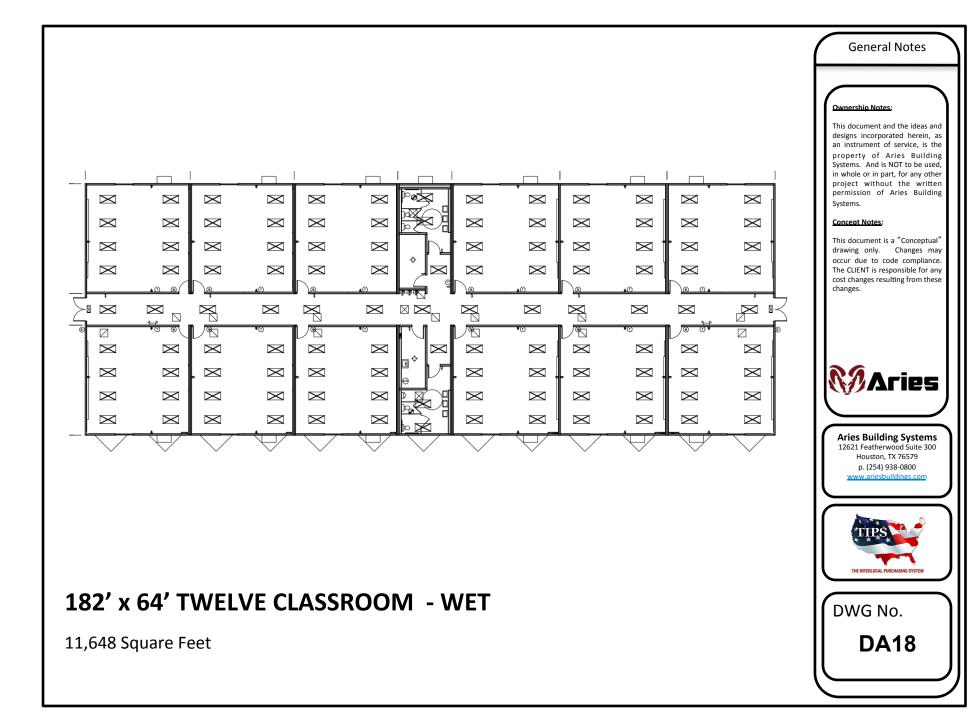


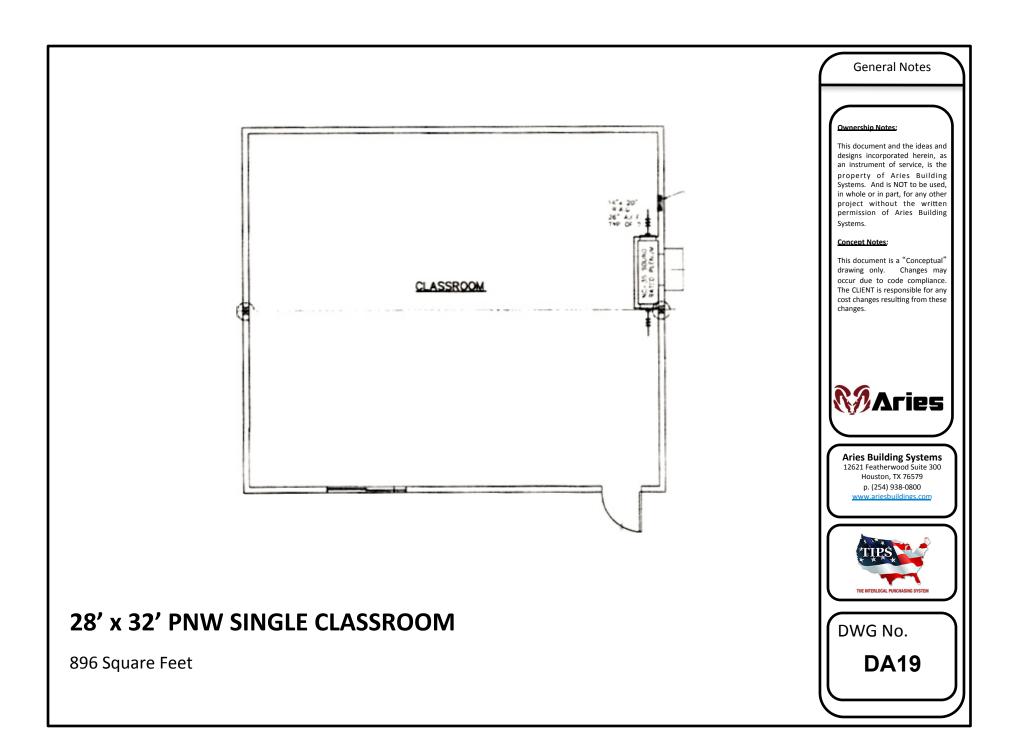


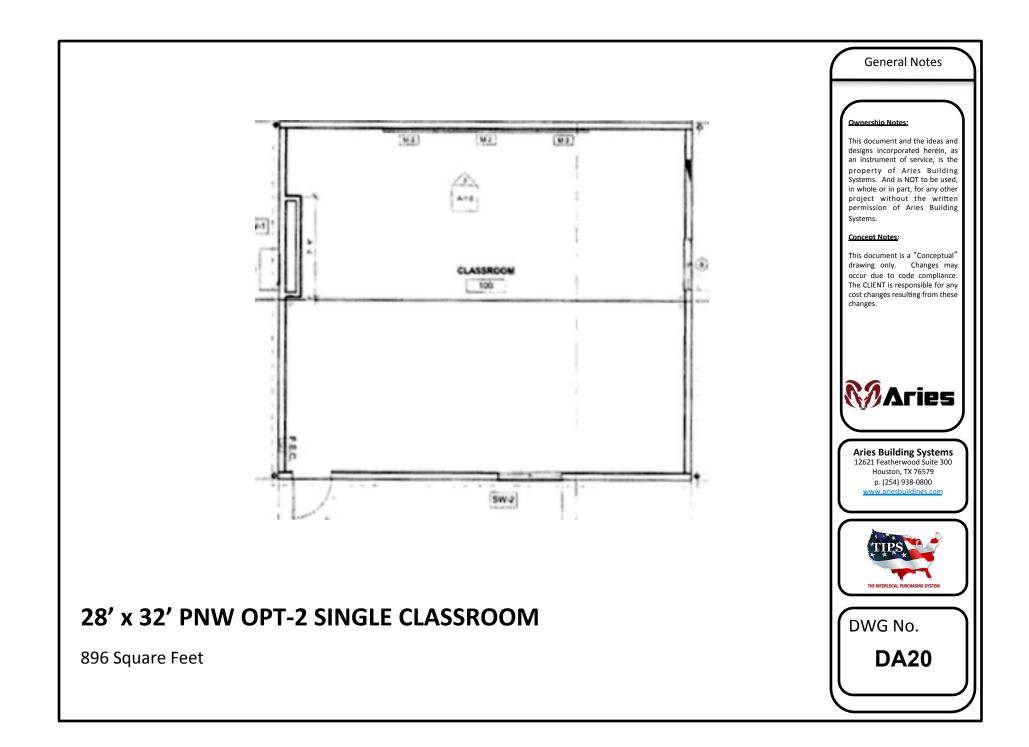


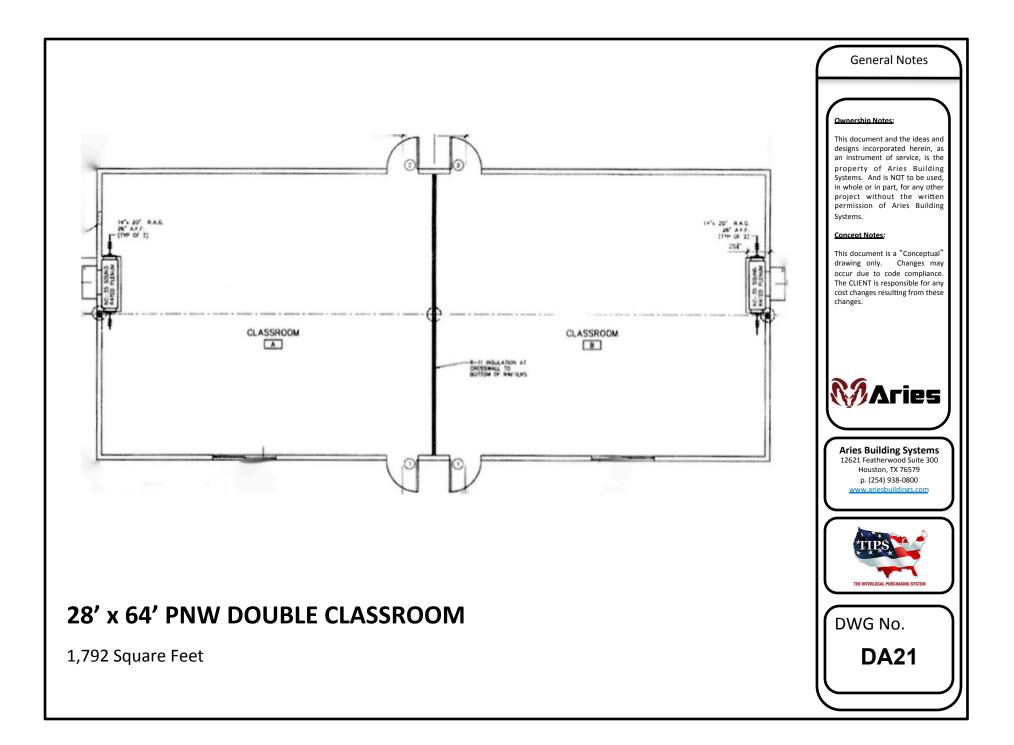


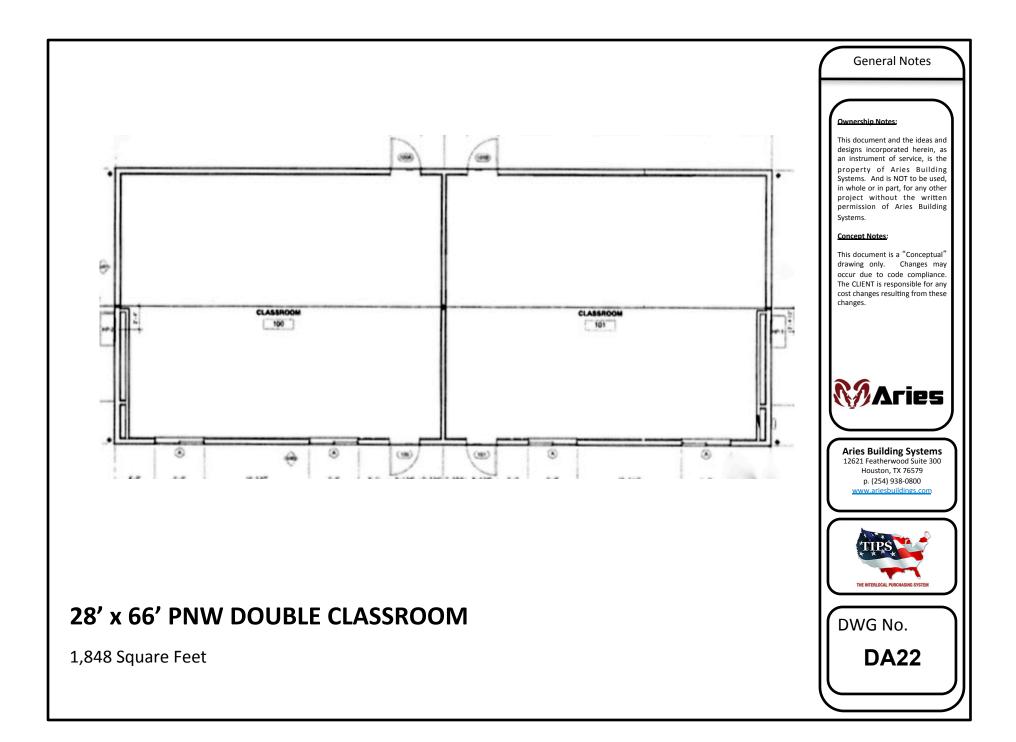


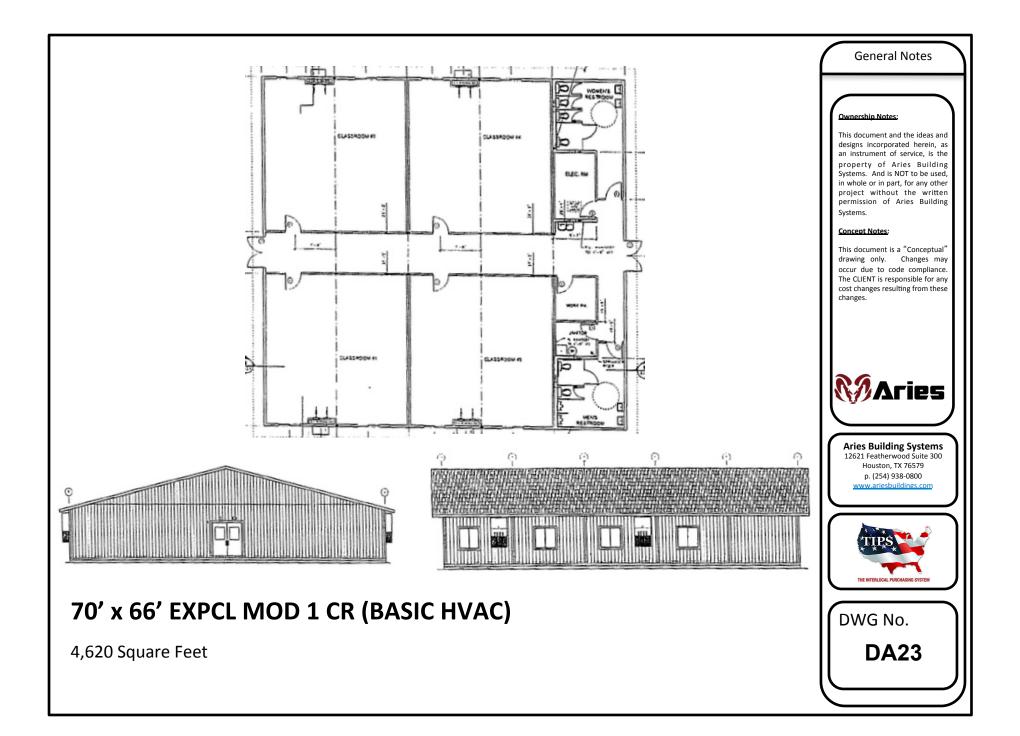


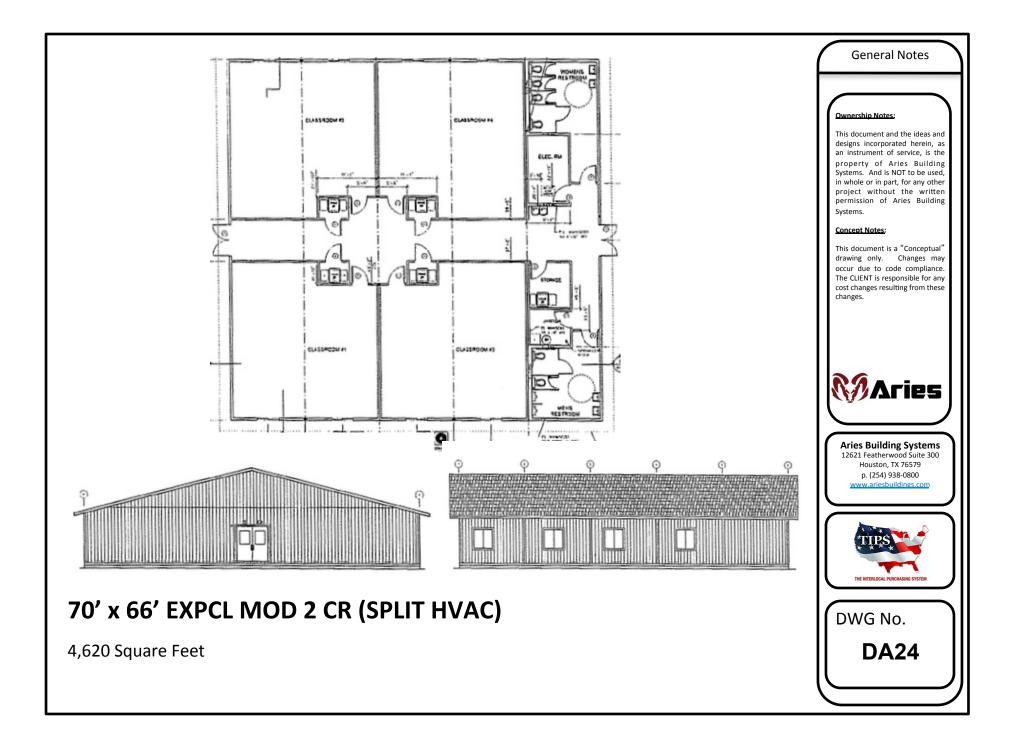


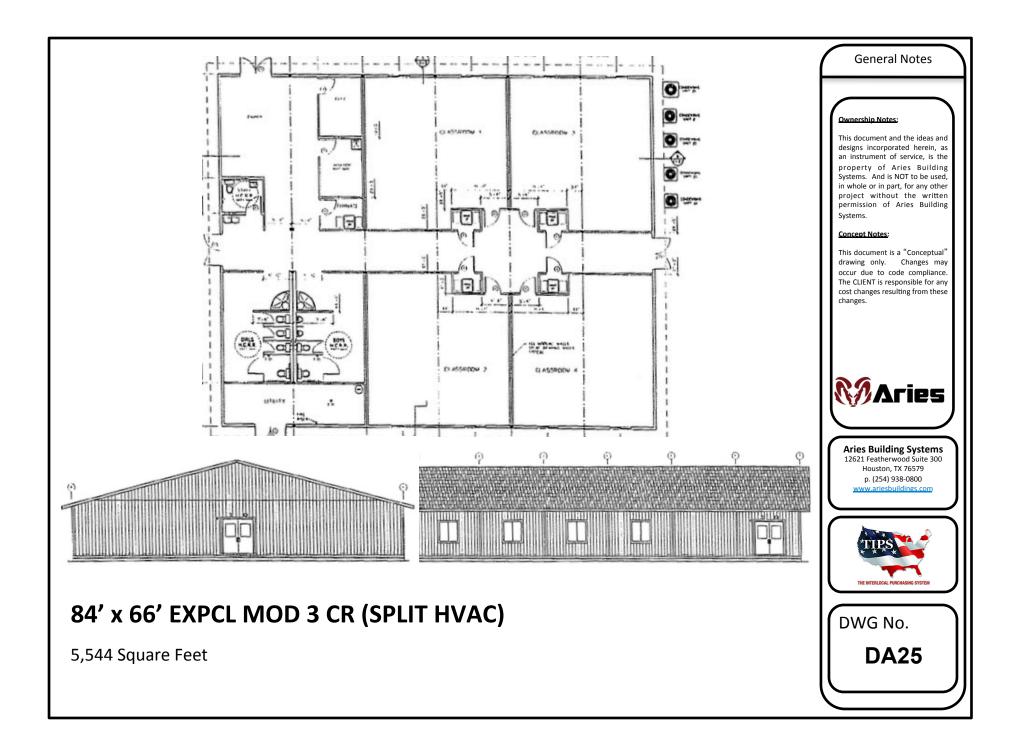


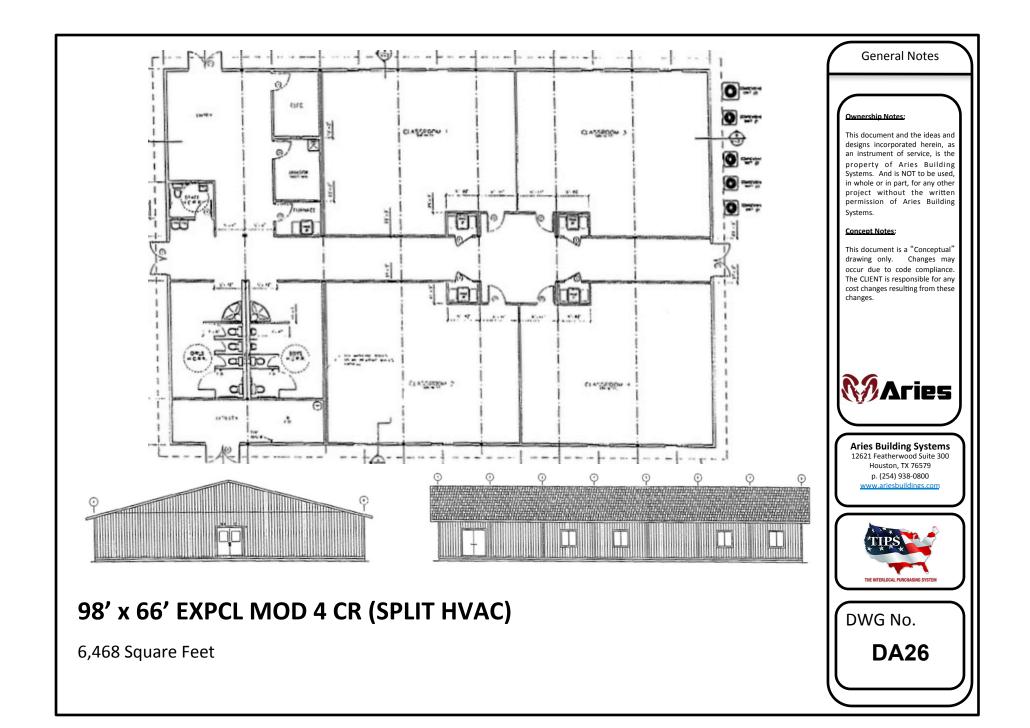


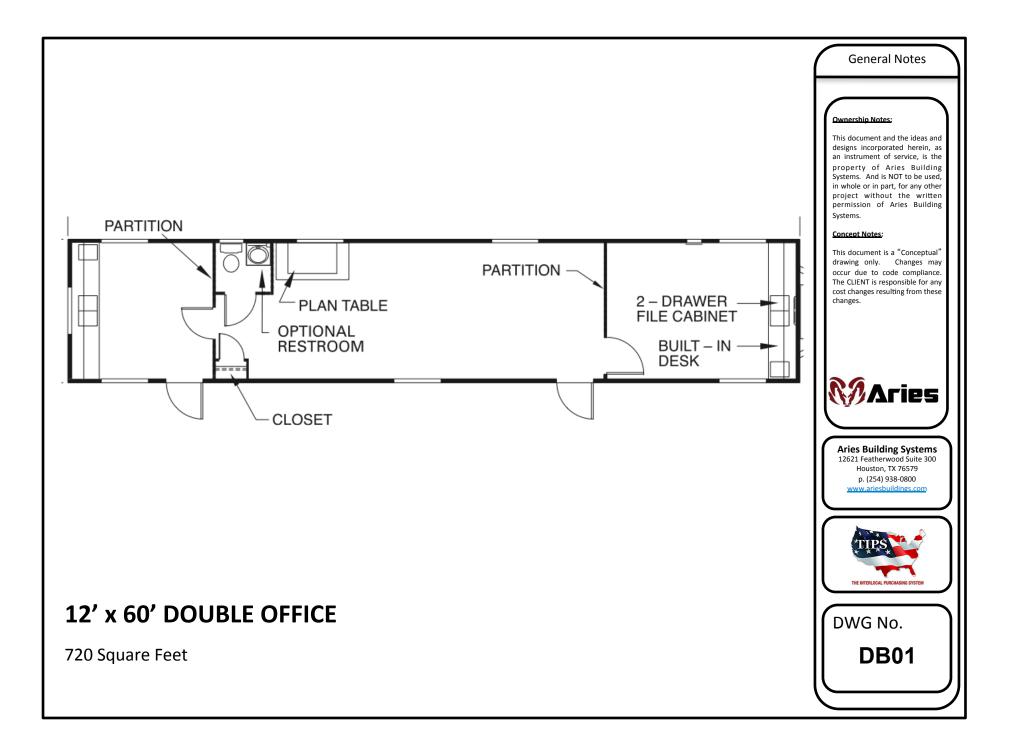


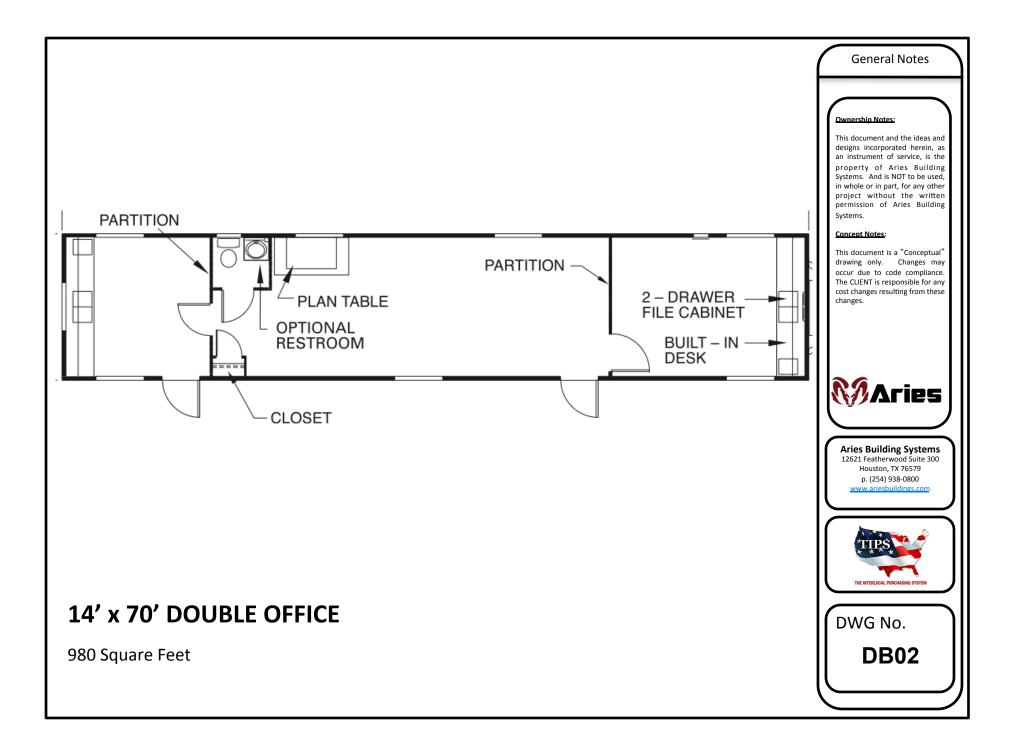


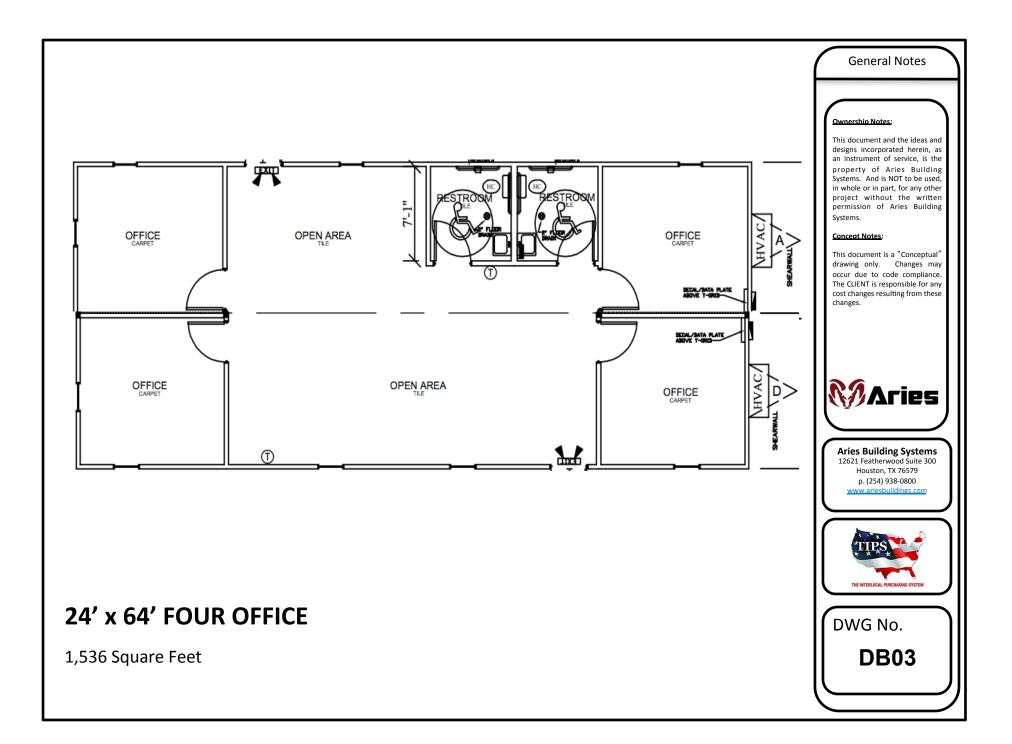


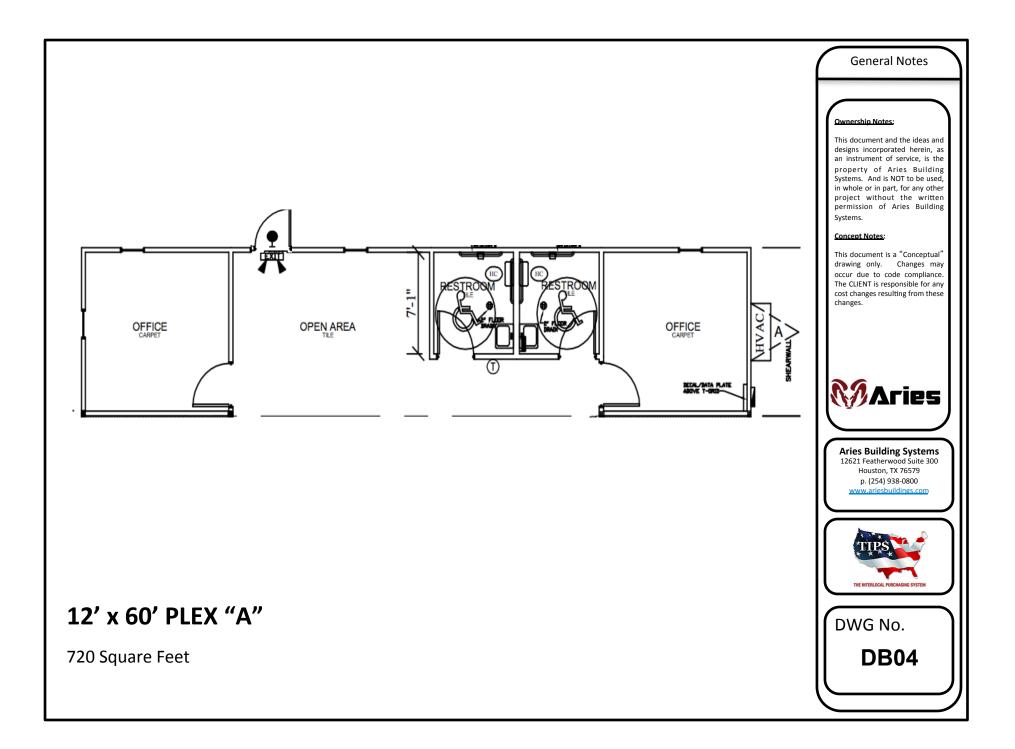


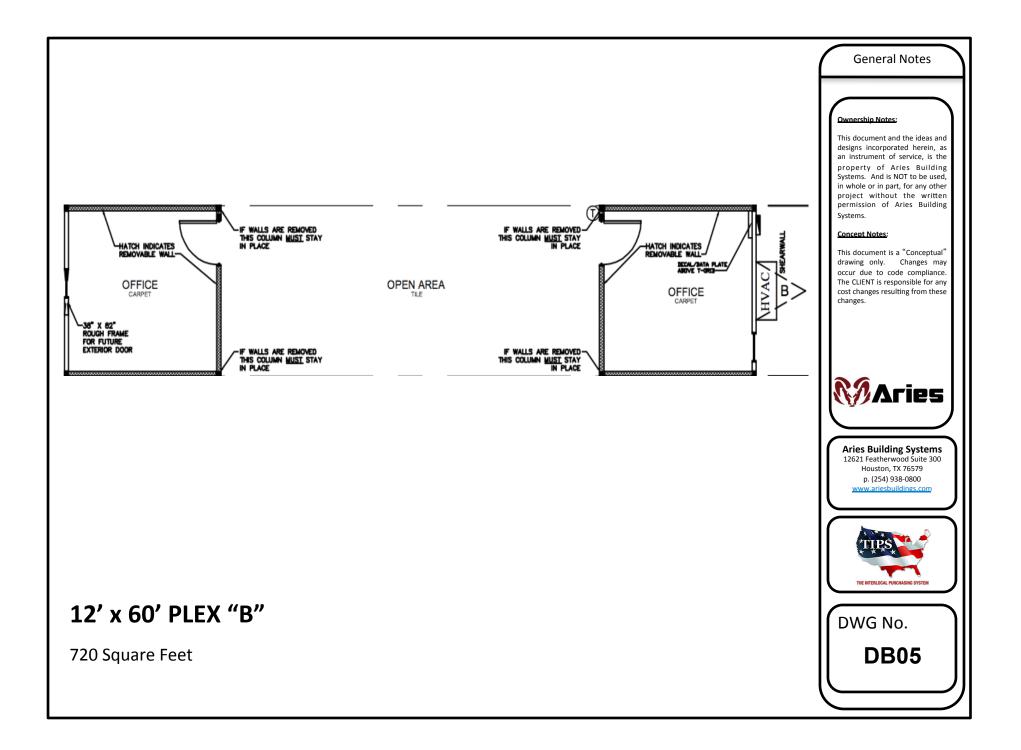


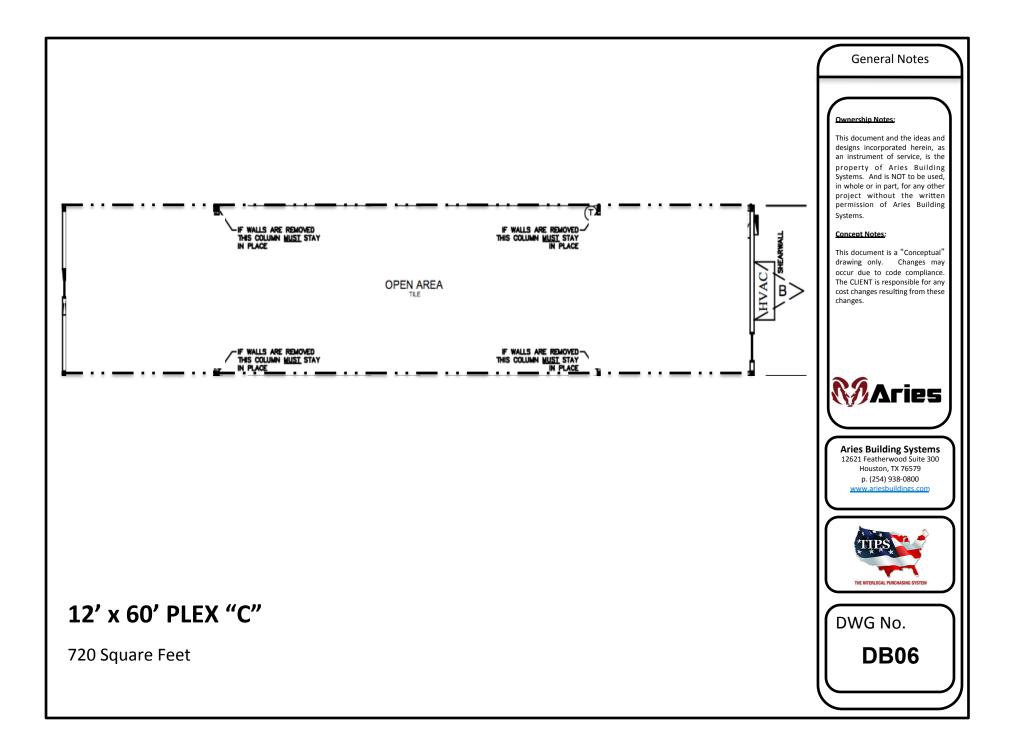


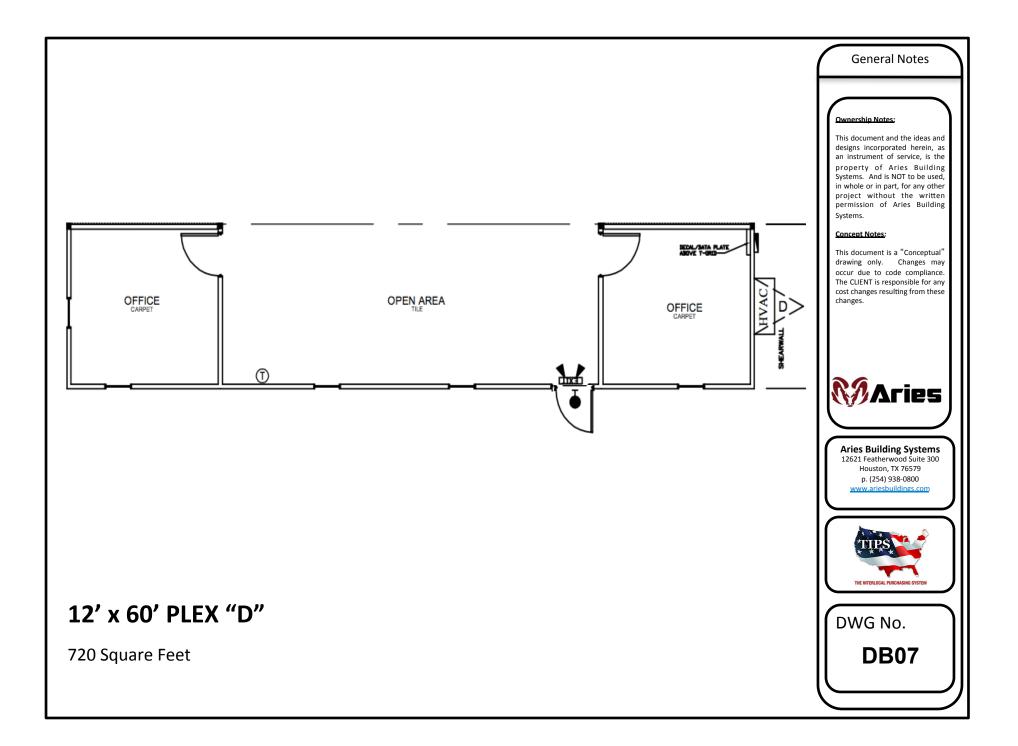


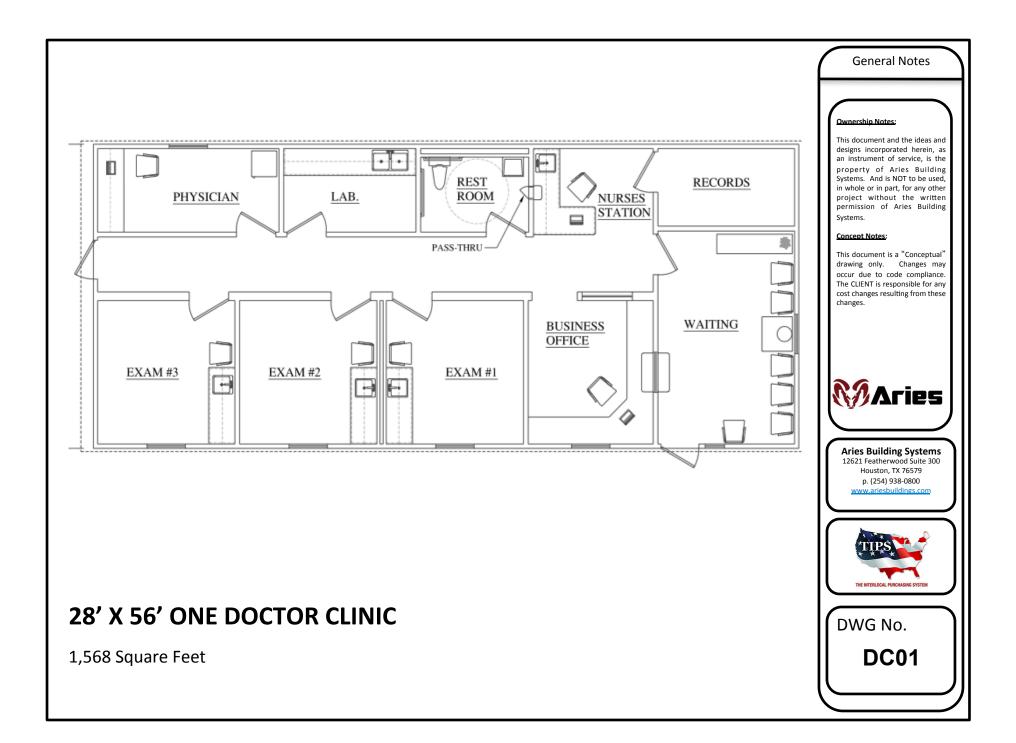


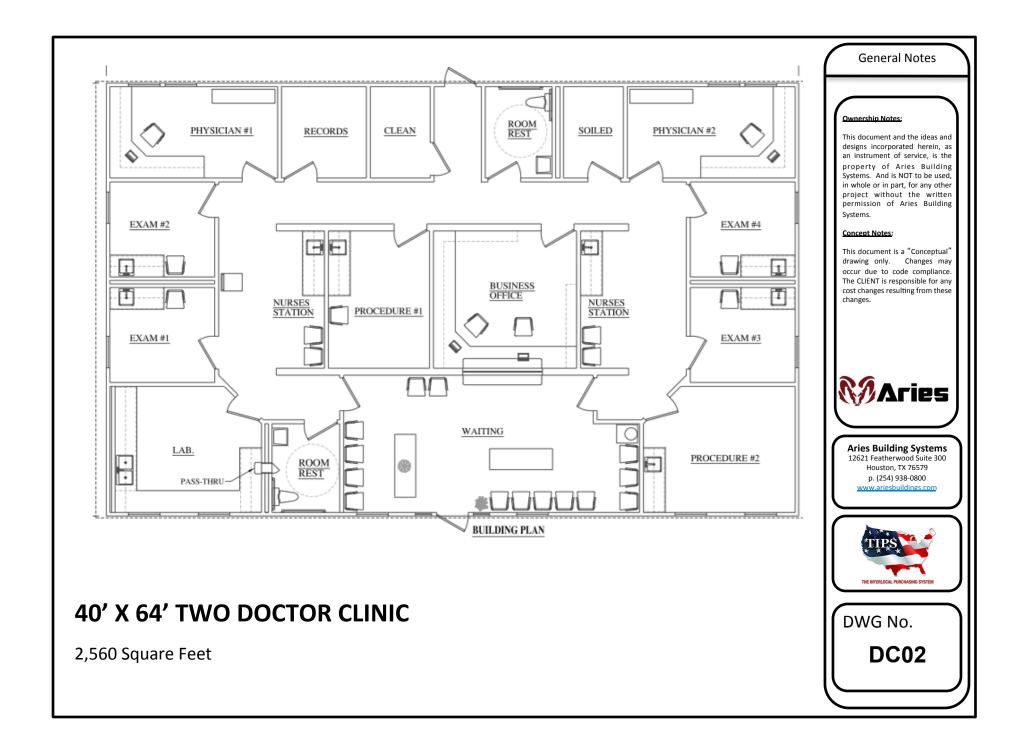


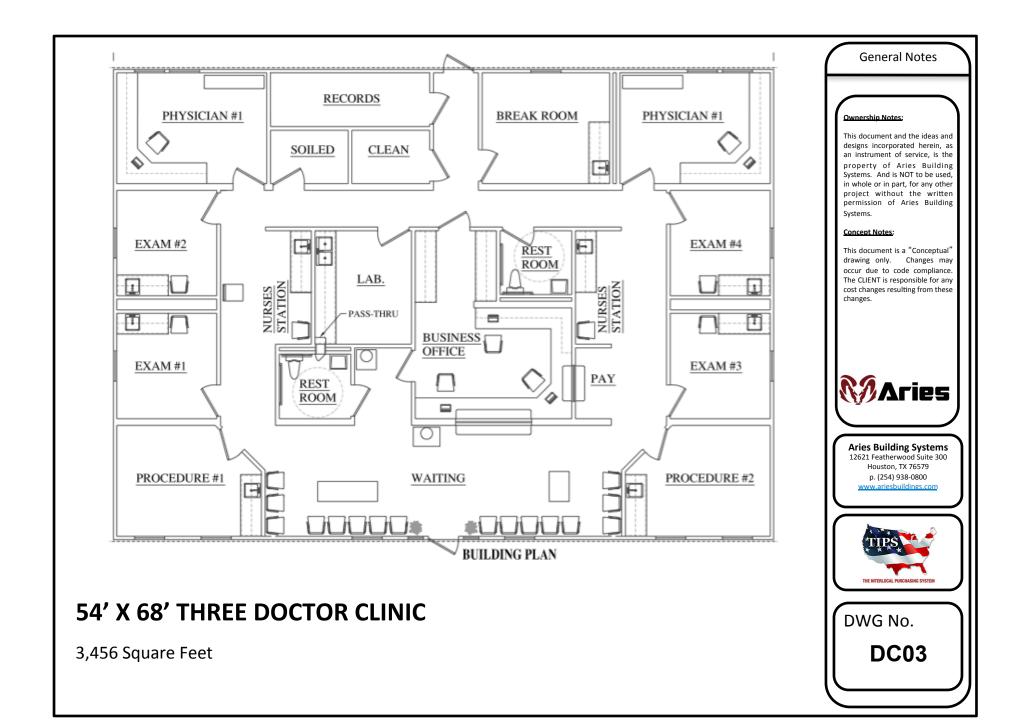


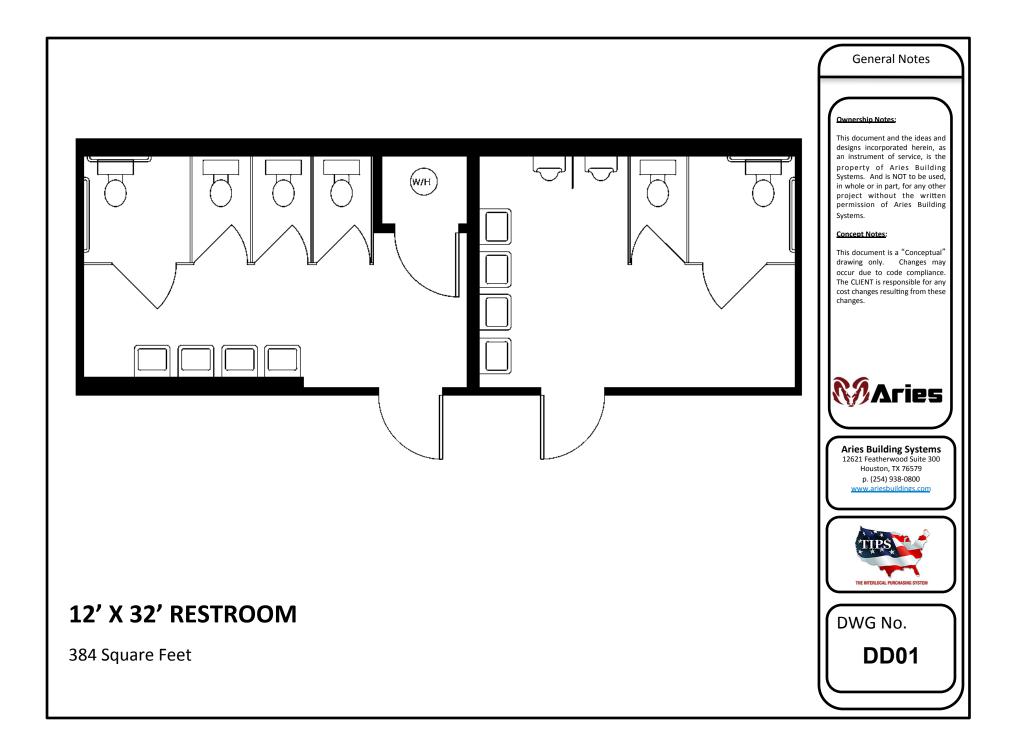


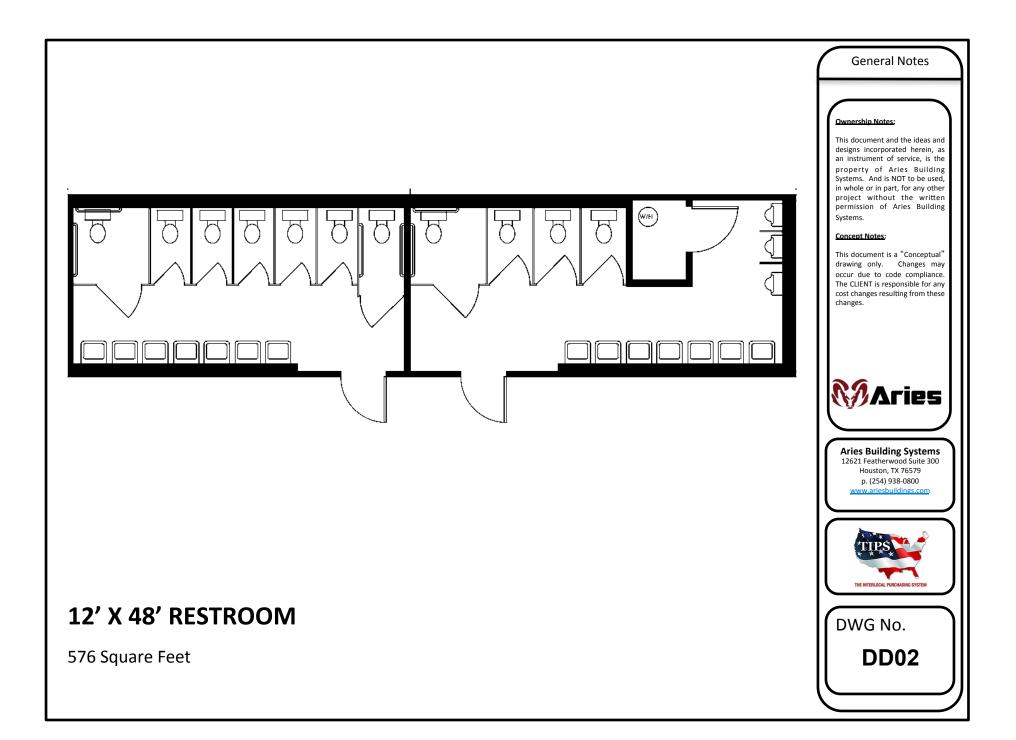


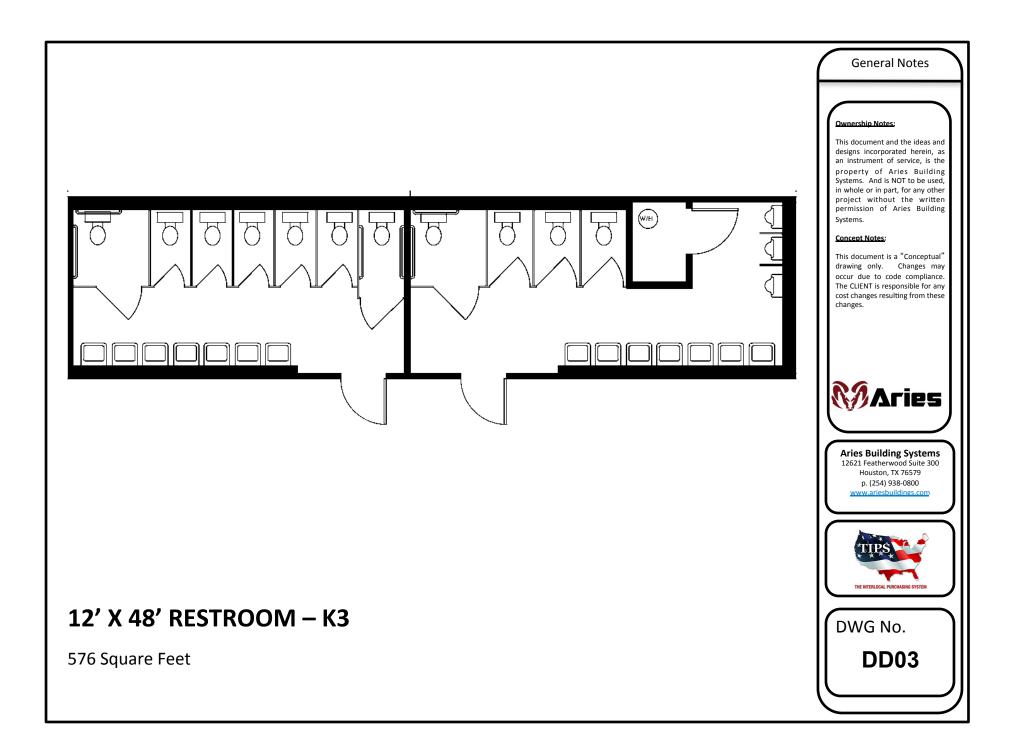


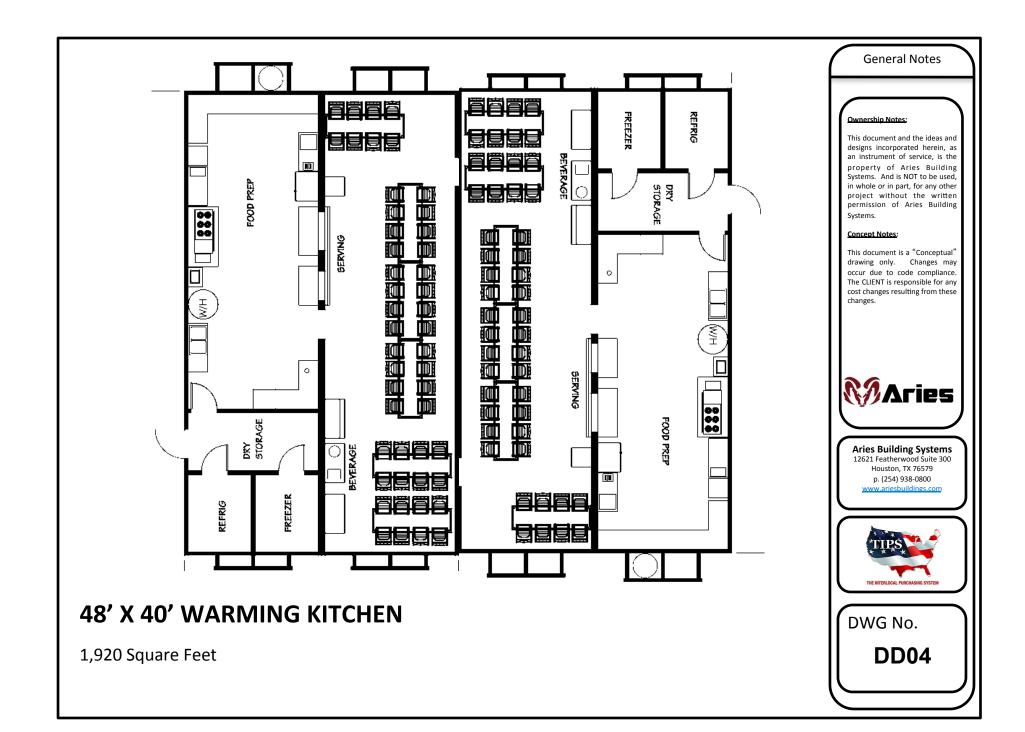


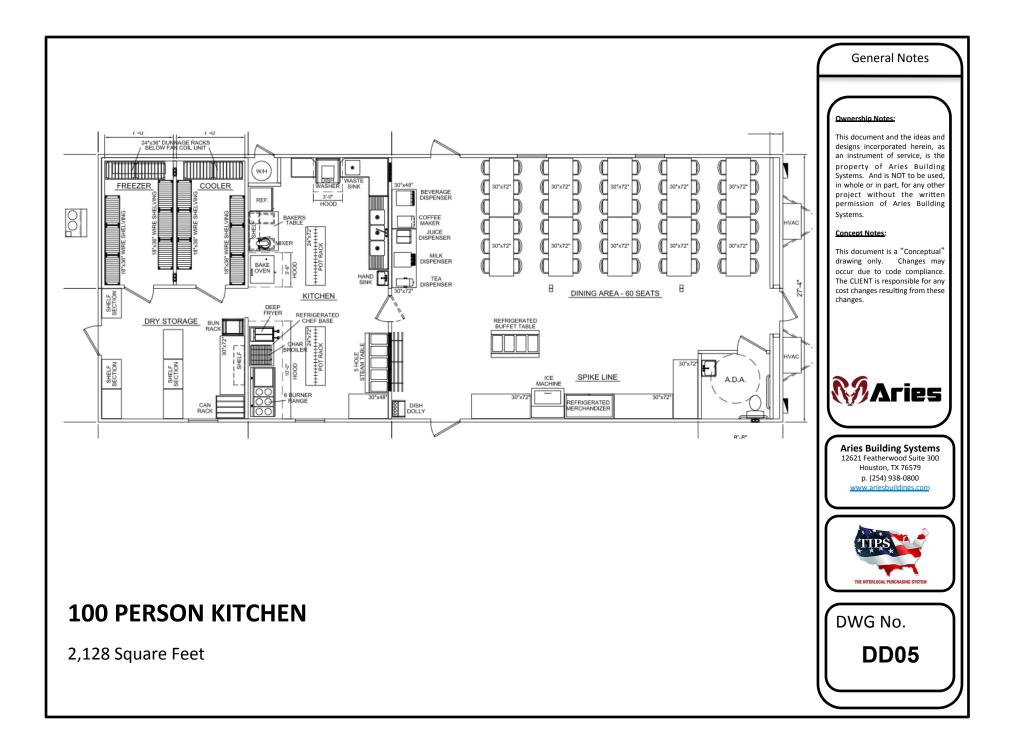


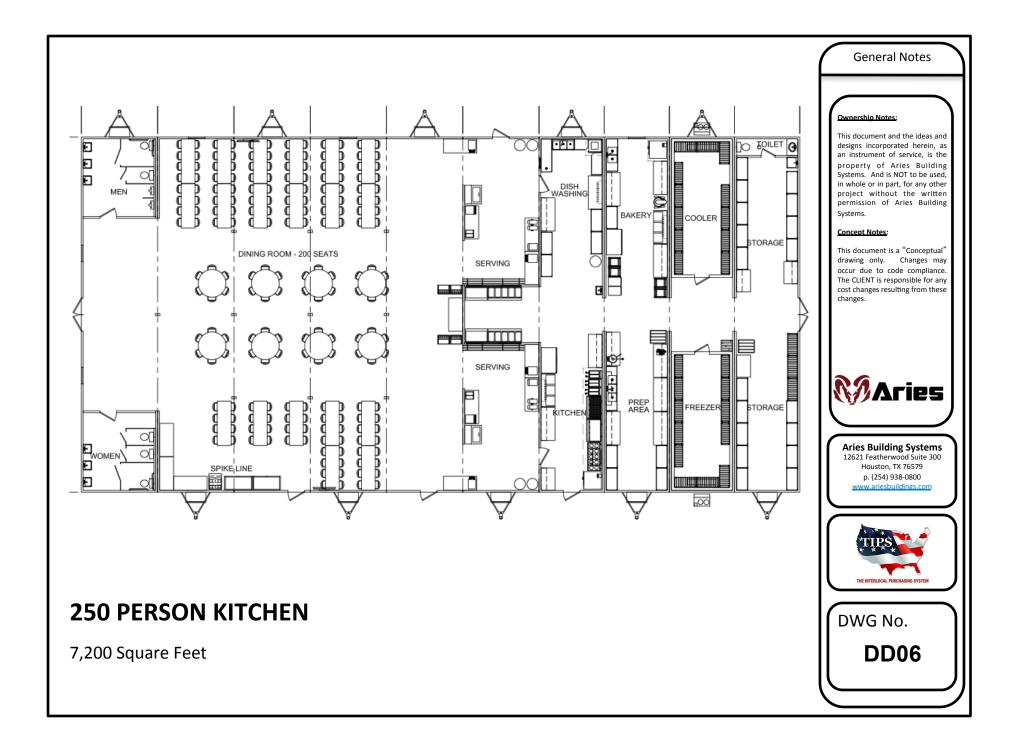


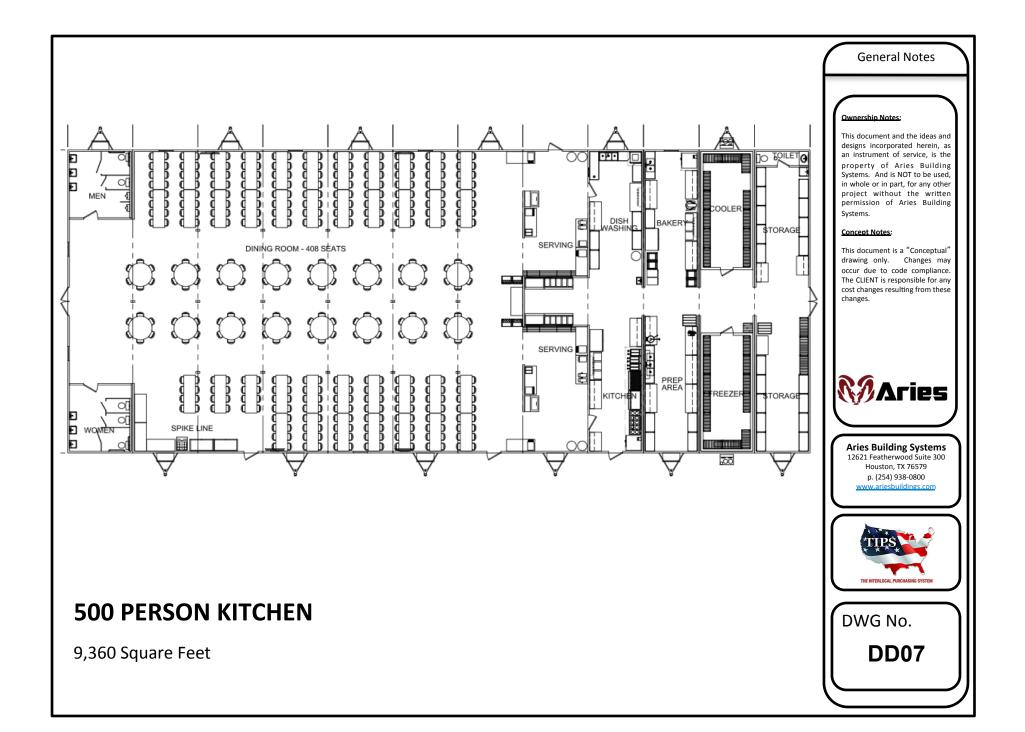


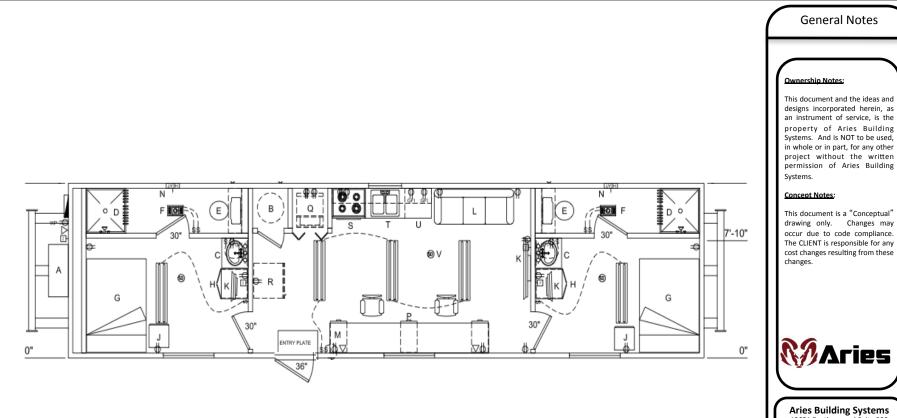








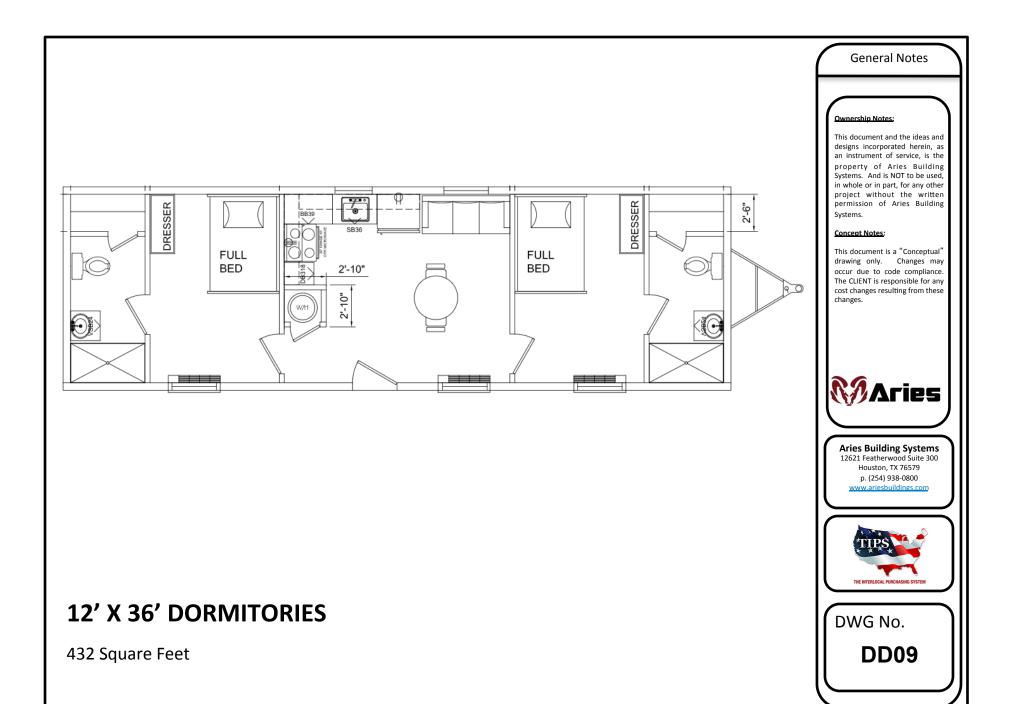




### 14' X 48' DORMITORIES

672 Square Feet







# **COMPANY OVERVIEW**

ARIES Building Systems is a leading provider of modular buildings, creating innovative space solutions to meet the expansion needs of clients in a diverse group of industries, including: education, healthcare, corporate, retail/hospitality, correctional and government.

Our success is largely due to the reliability and responsiveness of our team of experienced professionals. Members of our management, operations and sales teams have, on average, twenty years of experience in the modular and construction industries. We ask our Clients to measure us in terms of our integrity, dependability, and thoroughness. We listen carefully and then use our resourcefulness, experience, and financial strength to deliver a quality turnkey project on time and within budget.

At Aries Building Systems, we pride ourselves on being a fully integrated provider of modular structures with design + technical expertise and financial innovation – a strategy that has already made us a first choice to customers.

#### **Services Provided**

We believe there's nothing more important than consistent delivery of exceptional service, dependability and innovation. ARIES Building Systems promotes our philosophy of achieving together by learning from our clients, ensuring the development of mutually rewarding results and outcomes.

We offer an all-inclusive approach to every project by providing services including but not limited to:

- Design/Build Engineering
- In House Manufacturing
- In House Transportation Arm
- Construction Services & General Construction
- Civil engineering work

- Scheduling & Planning
- Quality Control
- Safety Management
- Production & Code Compliance
- Facility Management Services

At ARIES, we work closely with our clients throughout the entire construction process offering a comprehensive approach to each and every project. A member of our senior management team is involved in each project and an ARIES representative is directly accountable for all aspects of the project from design, scheduling and project management to quality control. We have found that this process allows us to manage our prefabricated building projects effectively and enables us to develop lasting relationships with our clients.



#### From Start to Finish...And Beyond

ARIES Building Systems specializes in supplying full turnkey commercial and residential modular buildings to a wide range of industries and applications across the US and Canada. From START to FINISH ARIES can design, engineer, deliver, install and operate facilities from just a few beds to several hundred beds or from several hundred square feet to multiple story complexes in excess of 50,000sf. Our customers enjoy the uniqueness in our ability to offer a single source contact and contract for all services necessary to ensure every expectation is met or exceeded. With a seasoned team of modular building experts, ARIES brings ideas and applications from many industries to every new project and delivers consistent results.

Our ALTERNATIVE CONSTRUCTION METHODS allow us to complete the civil work at the same time we are manufacturing the modules in plant thus allowing for an accelerated delivery schedule. We can provide "green" buildings that comply with most IGCC regulations. All units are built to comply with IBC structural requirements and are state sealed when required.

Along with turnkey project completion ARIES also offers a wide range of purchase and lease options. This in-house financing is secured well before your building is delivered and is just one less thing you need to worry about. From direct sales to operating lease or per bed rentals we will work with you to create a financing package that fits within almost any budget. ARIES provides everything you need from A to Z making sure you receive what you want in even the most remote and challenging environments.

#### The Future

At ARIES Building Systems, we pride ourselves on being a fully integrated provider of modular structures with design + technical expertise and financial innovation – a strategy that has already made us a first choice to customers.

Our solid foundation includes a growing customer base along with many long term strategic partnerships. Increasing our Product and Service Offerings both domestically and internationally forms a key part of our growth strategy for the future.

We are determined to continue to lead the way in both customer satisfaction and construction innovation. Our solid foundation includes a growing customer base along with many long term strategic partnerships. Increasing our Product and Service Offerings both domestically and internationally forms a key part of our growth strategy for the future.



#### Commitment to Quality & Safety

Achieving total Customer Satisfaction through Safety, Quality, and on-time completion of all projects are the goals we bring to each project. This strategy continues to make us a first choice to customers.

#### Safety First

ARIES is committed to establishing a safe work environment. This is only achieved through the individual and collective efforts of each and every member of our company. We certify that our performance on all construction projects, will be in compliance with OSHA requirements. HAZMAT information will be available at the jobsite. Tool-box meetings for all ARIES employees will be held weekly. All site supervisors will be safety trained, and all pertinent OSHA reporting will followed. A complete company safety manual will be provided upon request.

#### Commitment to Quality

Our quality control processes ensure that all customers consistently receive an end-product that exceeds their expectations. Quality Controls and Implementation from ARIES Buildings Systems means you will have professional review and assurance of factory built components and site construction though-out your project.

Combining traditional building techniques, quality manufacturing and third-party review and inspection agencies who offer random inspections, testing, and certification services for quality control, component modular buildings are built in strict accordance with appropriate local, state, and national regulations and codes. Each level of our company's staff plays an integral role in this process, thereby making construction quality control a company-wide effort on each project.

#### **Affirmative Marketing**

ARIES is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to age, ancestry, color, marital status (including civil union status), economic status (including Section 3 businesses and individuals), national origin, race, religious creed, sex, sexual orientation or disability, unless it is shown that such disability prevents performance of the work involved. This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being Black, Hispanic and others such as Asian, Native American, etc., and Women, economically disadvantaged individuals and Persons with Disabilities.



#### **Financial Capabilities**

ARIES Building Systems, LLC is a limited liability company organized under the laws of the state of Texas on October, 2012. Its principal office is located at 12621 Featherwood Dr., Ste. 300, Houston, Texas 77034

Taxpayer ID Number:	46-1177375
Duns Number:	078686613

#### Executives:

President	Michael Bollero, Sr.
Vice President Business Development	Christopher Brewer
Vice President Sales and Marketing	Michael Bollero, Jr.
Controller	Jim Muller

#### **Bonding Capacity**

Bonding Company: Hartford Fire Insurance Company Single Job Capacity: \$2,000,000.00 Aggregate Capacity: \$20,000,000.00 \*Bonding Capacity letter is attached.

#### Insurance Information

Workers Compensation:	\$1,000,000
General Liability:	\$1,000,000
General Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000
*Sample Certificate of Insure	ance is attached.

#### Licensing Information

Texas SOS File Number:	0801667802
Texas Taxpayer Number:	14611773756
Industrialized Housing and Buildings- Industrialized Builders License:	IHB-1512 - Exp. 03/15/2015
Industrialized Housing and Buildings- Certified Manufacturer License:	IHM-376 - Exp. 05/01/2015

#### Financing/Capital Solutions

ARIES offers a wide variety of financing options for qualified customers. Our financing arm will structure a plan to meet your needs. A variety of financing solutions include:

- Operating leases and finance leases (lease-to-own)
- Short term & long term financing programs
- Short term rentals

- Multi year leases
- Lease-to-own
- Outright purchase

### HMS INSURANCE

ASSOCIATES, INC.

October 15th, 2014

Re: Aries Buildings Systems, LLC

To Whom It May Concern:

We represent Aries Buildings Systems, LLC relative to their bonding requirements and serve as Attorney-In-Fact for their Surety, Hartford Fire Insurance Company. Hartford Fire Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A;(XV) by A.M. Best Company.

We currently support this firm in their pursuit of projects in the \$10,000,000 range and total programs in excess of \$20,000,000.

We are prepared to provide Performance and Payment Bonds, provided Aries Buildings Systems, LLC makes application to us, and we are satisfied with the prevailing underwriting conditions, including, but not limited to, acceptable contract terms, job specifications, acceptable bond forms, and project financing.

Aries Buildings Systems, LLC enjoys an outstanding reputation and we can recommend them to you without reservation.

Yours truly,

HMS INSURANCE ASSOCIATES, INC.

Robert F. White Bond Associate

RFW/rekp

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								PERSONAL & ADV INJURY	\$1,000.	
								GENERAL AGGREGATE	\$2,000,	
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						THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				

authorized representative

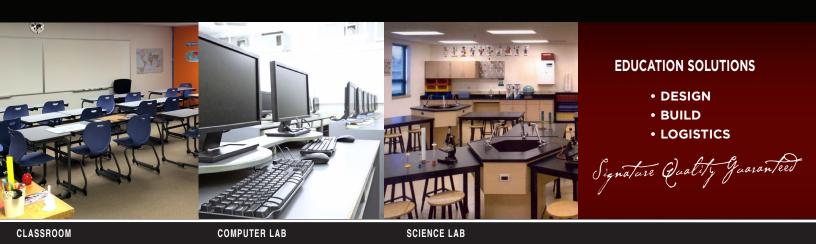
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## EDUCATION SOLUTIONS SOLUTIONS THAT MAKE A DIFFERENCE





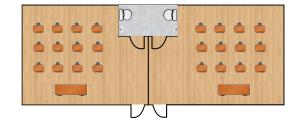
Manage your student population and increase enrollment. These buildings are ADA accessible, have low maintenance floor and wall coverings, low voltage preparation, sound proofing, and they provide energy efficient, healthy environments. Our floorplans and expertise offer a variety of solutions for both private and public school systems.

### **PORTABLE CLASSROOMS**

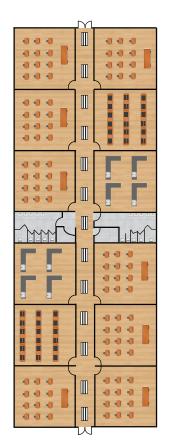
- Convenient, flexible, cost effective
- Single and/or multiple classrooms to create a campus
- Supply steps, decks, ramps, and furniture available
- Lease, purchase and lease-to-purchase offered

### **MODULAR SCHOOL**

- Accelerated project timelines and project management services available
- Constructed to any architectural design
- Traditional building materials used such as wood, steel, and concrete.
- Off-site construction allows for safer campuses with less disruption









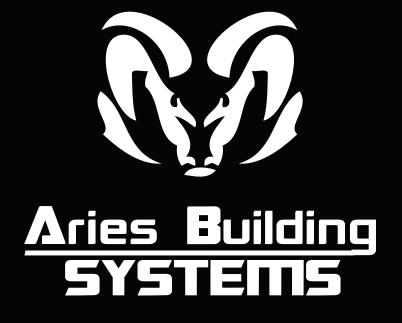




#### 888.598.6689

#### ARIESBUILDINGS.COM

## COMMERCIAL SOLUTIONS SOLUTIONS THAT MAKE A DIFFERENCE





RESTROOM

OFFICE

#### CONFERENCE ROOM

Our manufacturing strengths make it possible to complete building construction off-site, resulting in reduced site disruption, faster project completion time and quicker occupancy than site-built construction. Adaptable to virtually any site, we use the same or better materials to meet the most current advancements in construction and design.

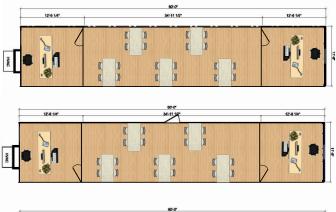
## **FEATURES**

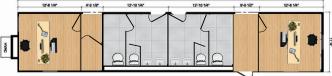
- Shorter completion time for faster revenue
- Superior quality for custom floor plans
- Ability to relocate
- Steel clear span construction
- High-strength flooring, LOW-E glass windows, and 45 millimeter EPDM roofing
- Hardi-panel exterior with an Ultracrete exterior finish
- ADA compliant step and ramp assemblies

# USES

- Training rooms
- Private offices
- Cubicle office areas
- Conference rooms
- Restrooms
- Multi-story buildings















888.598.6689

ARIESBUILDINGS.COM