

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## RCSP 170903 Part 2 - Permanent Modular Buildings

### General Information

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

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

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

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## Warranty Conditions

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

## Customer Support

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

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

**Agreements for purchase** will normally be put into effect by means of a contract, agreement or 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 or as otherwise required by applicable statute or regulation.

**Other Wage Rates** may be required by some TIPS Members and acceptance of a projects by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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## **Assignments of Agreements**

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

## **Disclosures**

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

## **Renewal of Agreements**

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

## **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

## **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

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

### **Payments**

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

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

**Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

**Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

### **Form of Agreement and Reporting**

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

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the Member.

This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

### **Licenses**

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

### **Novation**

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

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

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

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

**Marketing**

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

**Supplemental agreements**

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

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

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

**Audit rights**

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

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.



**Bonding**

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

**Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

**Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

**Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. 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 or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract.

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 per the contractual requirements of the project with the TIPS Member.

### **Support Requirements**

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

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

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

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

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

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship.

- **Agreements:** All vendor purchase orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
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**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RCSP 170903 Permanent Modular Buildings

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

Company Name Aries Building Systems, LLC

Address 12621 Featherwood Dr., Ste. 300

City Houston State TX Zip 77034

Phone 281.448.2800 Fax 254.853.4209

Email of Authorized Representative cb@ariesbuildings.com

Name of Authorized Representative Chris Brewer

Title Vice President of Business Development


Signature of Authorized Representative 

Date 11/20/217

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/1/17

# The Interlocal Purchasing System (TIPS Cooperative)

## Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				
Bid Number	170903 Addendum 3			Floor/Room
Title	Permanent Modular Buildings	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	9/7/2017 08:02 AM (CT)			Email
Close Date	11/27/2017 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

### Supplier Information

Company ARIES BUILDING SYSTEMS, LLC  
Address 12621 FEATHERWOOD DR., STE. 300  
  
HOUSTON, TX 77034  
Contact CHRIS BREWER  
Department  
Building  
Floor/Room  
Telephone (888) 598-6689  
Fax (254) 853-4209  
Email CB@ARIESBUILDINGS.COM  
Submitted 11/27/2017 11:38:40 AM (CT)  
Total \$0.00

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

Signature CHRIS BREWER

Email CB@ARIESBUILDINGS.COM

### Supplier Notes

### Bid Notes

### Bid Activities

### Bid Messages

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	N/A
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	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.
6	Primary Contact Name	Primary Contact Name	Chris Brewer
7	Primary Contact Title	Primary Contact Title	Vice President of Business Development
8	Primary Contact Email	Primary Contact Email	cb@ariesbuildings.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281.448.2800
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254.853.4209
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	832.496.7879
12	Secondary Contact Name	Secondary Contact Name	Michael Bollero, Jr.
13	Secondary Contact Title	Secondary Contact Title	Vice President of Sales
14	Secondary Contact Email	Secondary Contact Email	mbj@ariesbuildings.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281.448.2800

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254.853.4209
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281.229.0428
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kim Robinson
19	Admin Fee Contact Email	Admin Fee Contact Email	krobinson@ariesbuildings.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	817.964.4752
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kim Robinson
22	Purchase Order Contact Email	Purchase Order Contact Email	krobinson@ariesbuildings.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	817.964.4752
24	Company Website	Company Website (Format - www.company.com)	www.ariesbuildings.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	46-1177375
26	Primary Address	Primary Address	12621 Featherwood Dr., Ste. 300
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77034
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	modular building, modular classroom, classroom wing, classroom expansion, school growth, accelerated construction, off site construction, lease
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston

34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	N/A
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes



43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	12
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  Do you have any conflicts under this statutory requirement?	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

52	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
53	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	N/A
54	Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p> <p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p>	(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

- |    |  |   |                        |
|----|--|---|------------------------|
| 58 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>   | (No Response Required) |
| 59 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p>   | Yes                    |
| 60 | 2 CFR PART 200 Termination                     | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes                    |

61	2 CFR PART 200 Clean Air Act	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
63	2 CFR PART 200 Federal Rule	Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?

64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
65	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

66	Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Remedies Explanation of No Answer		N/A
68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes



Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		N/A
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		N/A
74	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
75	Acts or Omissions Explanation of No Answer		N/A
76	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes

77 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

81	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	N/A
82	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
83	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	N/A
84	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

REFERENCES
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Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Archer City ISD	CD Knobloch	<a href="mailto:cd.knobloch@esc9.net">cd.knobloch@esc9.net</a>	940.574.4051
KIPP Schools - Houston	Ike Allen	<a href="mailto:iallen@linbeck.com">iallen@linbeck.com</a>	713.502.1345
Houston Independent School District	John Espinosa	<a href="mailto:iespinosa6@houstonisd.org">iespinosa6@houstonisd.org</a>	713.556.6526
Birdville Independent School District	Conan Matheson	<a href="mailto:conan.manteson@birdvilleschools.net">conan.manteson@birdvilleschools.net</a>	817.547.5851
Mercedes Independent School District	Robert Rivera	<a href="mailto:robertd.rivera@misdtx.net">robertd.rivera@misdtx.net</a>	956.514.2000

## Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

**Aries Building Systems, LLC**

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

Name/Address of Organization

Chris Brewer, V.P. of Business Development

Name/Title of Submitting Official



Signature

11/20/2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Chris Brewer, V.P. of Business Development  
**Print Authorized Company Official's Name**

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:  \_\_\_\_\_

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_



## **2 CFR PART 200 Contract Provisions**

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

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

The TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

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

Does vendor agree? YES ☒ Initial of Authorized Company Official

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

**2 CFR PART 200 Contract Provisions**

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

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

Does vendor agree? YES ☒ Initial of Authorized Company Official

Company Name Aries Building Systems, LLC

Print name of authorized  
representative Chris Brewer

Signature of authorized  
representative 

Date 11/20/2017

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

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

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

☒ YES or NO ☐

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

☒ YES or NO ☐

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

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

(b) Affirmative steps must include:

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

Company Name Aries Building Systems, LLC

Print name of authorized representative Chris Brewer

Signature of authorized representative 

Date 11/20/2017

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Chris Brewer as an authorized representative of  
Aries Building Systems, LLC, a contractor engaged by  
Insert Name of Company

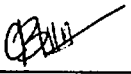
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

I swear and affirm that the above is true and correct.

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

11/20/2017

\_\_\_\_\_  
Date

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.**

**CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Aries Building Systems, LLC

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Chris Brewer, V.P of Business Development

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

12621 Featherwood Dr., Ste. 300 Houston TX 77034 281.448.2800  
Address City State ZIP Phone

# 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 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.

\_\_\_\_\_  
Aries Buildings Systems Representative - Signature

\_\_\_\_\_  
Aries Building Systems Representative - Name and Title

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

## SUPPLEMENTARY INFORMATION



**170903 PERMANENT MODULAR BUILDINGS**  
**DUE: NOVEMBER 27, 2017**

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**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

US Hwy. 271 North  
Pittsburg, Texas 75686 -





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## **ABOUT OUR FIRM**

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

## **THE ARIES ADVANTAGE!**

Aries Building Systems is the commercial design, manufacture, transportation, construction and financing partner you need to make every project a success. Aries Building Systems specializes in supplying full turnkey education space, remote work force housing and commercial modular buildings to a wide range of industries and applications across the US and Canada.

## **OUR JOURNEY**

Aries Building Systems is a privately-owned company whose senior management team has provided creative business intelligence and managed services to a wide range of clients for over twenty years. We specialize in full turnkey construction and financing with a track record of delivered success on some of the most demanding projects. This expertise provides both creative construction methodology and detailed logistics planning. Our team is led by nationally recognized hands-on executives with strong operational and financial backgrounds, creative strategists and pragmatic implementers. We understand that each project is a customer service based partnership that spans from initial introduction to successful operations over the years to come.

In late 2012 Aries acquired certain assets of Ameri-Tech Buildings (a 25+ Year Name Brand), an established provider of remote workforce housing and well site quarters, as well as a lease operator of domestic man camps. While retaining all of the best qualities of the Ameri-Tech brand, Aries immediately started and continues to implement a program of improving its educational products, existing camps, redesigning its product line and adding new products and services to the industries served. Additionally, Aries continues to add new products to its traditional commercial modular product line.

Although Aries Building Systems has worked with both large and small clients from many professions, a high proportion of our clients come from the educational, medical, oil & gas and government sectors. We believe that we are unique among other companies in both depths of knowledge and sound experience in these fields.

## **CORE COMPETENSE**

ARIES has nationwide experience with construction management on all types of projects. Our team regularly manages multiple designs, contractors and vendors across multiple locations simultaneously as a daily operation of our business. We accomplish this with our staff of experienced professionals and have achieved tremendous success and superior customer satisfaction with our streamline approach.

As a course of daily practice, our team is constantly operating in a high-capacity/high-production atmosphere that requires a consistent form of procedures and policies. Our demand and training systems insure team discipline, adherence to established process, integrity and accountability as part of our daily routine. In this type of construction environment, a company's success is based on the talent of the team's execution to these outlines. Further success is constantly driven by our strategic and long-term partnerships who understand our process to success allowing us to deliver a constant safe and quality solution for our customers. With these long-term relationships and passion to continually improve, we have our team prepared for success today and ready for the changes of tomorrow.

Our construction solution is capable of delivering greater design and construction quality per unit of time and expense than many alternate construction providers. With the right team of experienced architects, engineers and builders, our construction method is the most resource efficient and quality controlled method of construction.

## EXECUTION

ARIES's execution approach includes working as a team in collaboration with the architect and or the construction contractor to provide a high quality, technically sound design that will result in a successful construction project that will be a source of pride to all.

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:

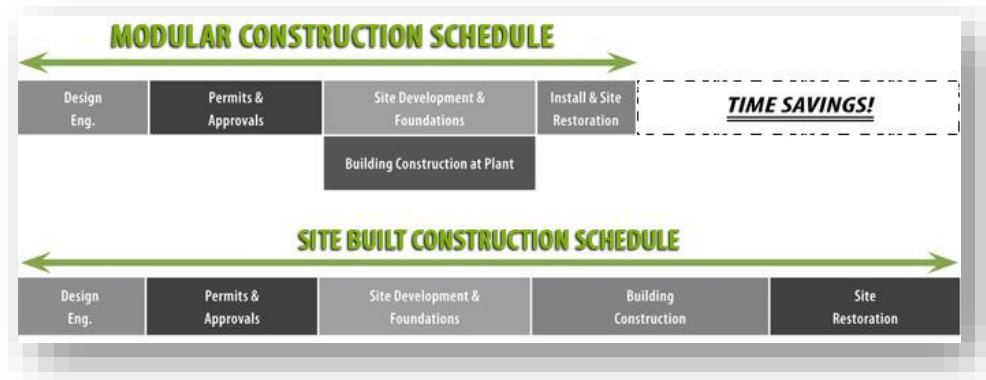
- Design/Build Engineering
- In House Manufacturing
- In House Transportation Arm
- Construction Services & General Construction
- Civil engineering work
- Scheduling & Planning
- Quality Control
- Safety Management
- Production & Code Compliance
- Facility Management Services

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.

## PROJECT APPROACH

Unique to modular construction, while modules are being assembled in a factory, site work is occurring at the same time or in some cases prior to construction. This can allow for much earlier building occupancy and contribute to a shorter overall construction period, reducing labor, financing and supervision costs. To save even more time and money, nearly all design and engineering disciplines are part of the manufacturing process.

Also unique to modular construction is the ability to simultaneously construct a building's floors, walls, ceilings, rafters, and roofs. During site-built construction, walls cannot be set until floors are in position, and ceilings and rafters cannot be added until walls are erected. On the other hand, with modular construction, walls, floors, ceilings, and rafters are all built at the same time, and then brought together in the same factory to form a building. This process can allow modular construction times of half that of conventional, stick-built construction.



## COMMUNICATION

Communication and interaction within the whole team remains critical in the successful construction and timely completion of a project. The full and open communication established during the design phase addresses the many challenges that typically arise during construction. Our communication during construction speeds resolution of those challenges, allowing the Construction Team to focus more on the construction activities related to schedule, quality and coordination. To that end, the ARIES team will remain intact during the construction phases.



## BEST PRACTICES

ARIES years of involvement in modular projects with various clients, partners and construction contractors has allowed us to develop best practices to ensure successful project delivery. These include:

- Participation of team members in professional organizations to stay current on development, design-build, general contracting, manufacturing, facility management and issues and methodologies, latest codes and standards, and innovations in our field.
- Developing long-term, multiple project relationships with construction contractors, designers, manufacturers and operators to create synergy and trust in executing our projects.
- Providing the best value technical solutions that meet the intent of the RFP/IFB while staying within budget and on schedule.
- Working together as a team to provide the owner a positive experience as well as a successful project.
- Utilizing the strengths of the individual TEAM members: the construction contractor providing constructability reviews and continual construction cost estimating during design, and the design team providing timely responses to questions during construction.
- Participating in review and observation during construction in a timely manner.
- Utilizing proven quality assurance procedures that include a design basis review, a discipline coordination review, an independent technical review, and constructability reviews throughout the design process with the construction contractor.

## EXECUTION PHILOSOPHY

ARIES understands that our client is the prime contract holder, and that we must uphold the intent of the IFB within the proposed budget. We have had the most success when the Construction Team has been continuously and integrally involved with the Team right from the start. ARIES understands the importance of meeting design deadlines and resolving issues in a timely manner; i.e., we understand how one minor structural change can affect hours/days of changes in the mechanical/electrical designs. Our intent is to foster an integrated team focus and provide consistency by sharing knowledge and by continually evaluating project issues.

ARIES's experience shows that to ensure the success of the execution process, the team must be organized to maximize horizontal communications between all parties who have related roles and responsibilities. By communicating horizontally, time is saved and efficiency increased. Additionally, it is imperative that approvals and final direction move vertically, since these represent key, final decisions. Our intent is for the team to continually conduct comprehensive design and constructability reviews throughout the design process. The purpose of these reviews is to eliminate ambiguity, identify details that will not meet performance or quality objectives, and assist the team in monitoring construction costs. By eliminating ambiguity, we gain clarity ensuring the documents are constructible within budget, and fully maintain the intent of the RFP/IFB. These reviews also assist in coordinating the design among the various disciplines. ARIES continuously strives to improve through transparency in design and construction by building consensus between design and construction members of the Team, and when possible, by collaborating with subcontractors to gain valuable experience through knowledge sharing, thereby increasing the understanding amongst



the entire Team. Through this type of continuous process improvement, our Team can execute the project with better submittals that are approved the first time and with fewer delays in the field.

ARIES Building Systems, LLC (ARIES) will be the contracting entity for the entire project and will contract for the turnkey engineering, procurement and construction (EPC) of the project with various parties. ARIES will assemble and maintain a staff of professional and construction personnel to monitor the various parties' performance and to ensure adherence to all contract specifications and requirements throughout the execution of the work.

### **EXPERIENCE WITH SUSTAINABILITY**

Less Material Waste: Modular construction makes it possible to optimize construction materials purchases and usage while minimizing on-site waste and offering a higher quality product to the buyer. Bulk materials are delivered to the manufacturing facility where they are stored in a protected environment safe from theft and exposure to the environmental conditions of a job site.

Less Site Disturbance: Modular components are constructed off-site simultaneous to foundation and other site work, thereby reducing the time and impact on the surrounding site environment, as well as reducing the number of vehicles and equipment needed at the site.

Greater Flexibility and Reuse: When the needs change, modular components can be disassembled and the relocated or refurbished for their next use reducing the demand for raw materials and minimizing the amount of energy expended to create a building to meet the new need. In essence, the entire building can be recycled in some cases.

Improved Air Quality: Many of the indoor air quality issues identified in new construction result from high moisture levels in the framing materials. Because the modular structure is substantially completed in a factory-controlled setting using dry materials, the potential for high levels of moisture being trapped in the new construction is eliminated.

LEED: Modular buildings can also contribute to LEED requirements in any category site-built construction can, and can even provide an advantage in the areas of Sustainable Sites, Energy and Atmosphere, Materials and Resources, and Indoor Environmental Quality. Modular construction can also provide an advantage in similar categories in the International Green Construction Code.

### **SAFETY**

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.

### **QUALITY ASSURANCE**

Quality Controls and Implementation from Aries Buildings Systems means you will have professional review and assurance of factory built components and site construction through-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. Due to the need to transport modules to the final site, each module must be built to independently withstand travel and installation requirements. Thus the final module-to-module assembly of independently durable components can yield a final product that is more durable than site-built structures.

Modular units may also be designed to fit in with external aesthetics of any existing building and modular units once assembled can be virtually indistinguishable from a site-built structure



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### **EXPERIENCE WITH SECTION 3**

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.

Outreach efforts to meeting internal subcontracting goals are a requirement of this policy. The database of minority and economically disadvantaged subcontractors is updated regularly after review of state and federal sites to determine qualified minorities and/or Section 3 businesses. ARIES routinely invites vendors to complete our vendor application to become pre-approved for projects. Recruiting efforts for new employees include job postings indicating that ARIES is an EOE.

ARIES Building Systems will coordinate with local workforce solution centers located in assigned project areas to ensure that eligible persons from all racial ethnic and gender groups and section 3 businesses/residents:

- Feel welcome to apply
- Are aware of vacancies
- Have the opportunity receive benefits from these federal funding projects

ARIES pledges its commitment to this policy and each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with this policy.



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## EXECUTIVE TEAM



### **Barry Roman, Co-Founder**

Barry is co-founder and President of Reliant Asset Management, LLC ('RAM'). Prior to RAM, Barry was co-founder and President of Resun Leasing, Inc from 1986 to late 2003. Resun Leasing, Inc started as a third party finance company for modular building dealers and became the third largest nationwide dealer of modular buildings. In 2003 Resun had 38 offices throughout the US, more than 200 employees and a sizeable lease fleet of modular buildings. After Barry left Resun, Resun acquired GE Capital Modular Space and currently operates as ModSpace Corporation. Prior to Resun, Barry structured equipment lease financings of large ticket items at Finalco, Inc in McLean, VA and was a secured loan officer at Bank of Boston in Boston, MA.



### **Mike Roman, Co-Founder**

Mike is co-founder and Vice President of RAM. Prior to RAM, Mike was the CFO for Stanley Martin Homes in Reston, VA and was co-founder and Vice President of Resun from 1986 to 2003. Prior to Resun, Mike was responsible for equipment leasing pricing and syndications at Finalco, Inc in McLean, VA and served in the tax department with Deloitte & Touche. Mike was on the Board of Directors of the Modular Building Institute for many years, served as President of the MBI for two (2) one year terms and received the industry's outstanding achievement award in 2002.



### **Mike Bollero, SR., President**

Mike joined RAM in February of 2012 and has been the President of Aries Building Systems since its inception in November of 2012. In that position he is responsible for all Manufacturing, Sales and Operations for Aries as well as continued involvement with other RAM interests. Prior to joining RAM Mike was President/ CEO of Southern Modular Industries, a multi plant manufacturer of Commercial Modular Structures for 8 years. He also served in several capacities including Sr. Vice President – Sales and Operations for Resun Leasing. Mr. Bollero has served in C positions with companies involved in the sale, manufacturer and leasing of domestic and international man camps, offshore structures and well-site units and commercial modulars for over 35 years including Sr. Management positions with Elder International and Porta Kamp Mfg. Mike has served many years on the Board of Directors of the Modular Building Institute and in 2013 was President of the Association.



**Christopher A. Brewer, Vice President BD & Products**

Christopher Brewer is the Vice President of Business Development at Aries Building Systems, an industry leader in modular building, workforce housing solutions, and construction services. Christopher joined the team at Aries Building Systems in 2013, and he oversees the company's growth on a domestic and international level. Since starting his career in the modular building industry more than 15 years ago, he has played a key role in over \$400 million worth of innovative modular and component construction projects. His work has received numerous honors and awards, including wins in the Best in Show, Renovated Reuse, and Permanent categories of the annual Modular Building Institute Awards and 3 consecutive Team One Awards for leadership excellence and extraordinary contributions during his previous stint at Resun Leasing (ModSpace).



**Michael Bollero, JR, Vice President Sales & Marketing**

Michael Bollero, Jr. is the Vice President of Sales and Marketing of Aries Building Systems, a leading provider of modular buildings, workforce housing solutions and construction services. Michael joined Aries Building Systems in 2013. Michael is responsible for all sales and marketing functions for the business. Prior to joining Aries Michael held management positions with multiple companies within the modular building and leasing industry. Over the course of his 15 plus year career in the modular building industry, he has served on multiple Modular Building Industry committees and played key roles in countless projects that have garnered industry acclaim. His dynamic leadership style is a driving force behind Aries Building Systems' continuous pursuit for setting the new standard for excellence in the industry.

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## Business Licensing Info

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State	Registration No.
Alabama	Reg. #: 316-473
Arizona	Reg. #: R-1932690-0
Arkansas	Reg. #: 811053883
California	Reg. #: 201412710316
Colorado	Reg. #: 20141524499
Georgia	Reg. #: 4899987
Indiana	Reg. #: 2014082000525
Iowa	Reg. #: 484247
Kansas	Reg. #: 4845749
Kentucky	Reg. #: 0895628
Louisiana	Reg. #: 10498396#XBR93
Minnesota	Reg. #: 775161500021
Mississippi	Reg. #: 1046455
Montana	Reg. #: E073298
Nebraska	Reg. #: 10196573
Nevada	Reg. #: NV20141383268
New Jersey	Reg. #: 1908528
New Mexico	Reg. #: 4945310
Ohio	Reg. #: 2317116
Oklahoma	Reg. #: 3712466059
Oregon	Reg. #: 1052575-96
Pennsylvania	Reg. #: 12145651-1
South Carolina	Reg. #: 140819-0177
Utah	Reg. #: 8909278-0161
Washington	Reg. #: 603-422-258
Wyoming	Reg. #: 2014-000670720



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### General Contractor Licenses

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State	Registration No.
Arizona	293703
California	1002326
Iowa	C124799
Louisiana	60356
Montana	212359
Nebraska	44644
New Mexico	385424
North Dakota	38446400
Oregon	204484
Rhode Island	39243
South Carolina	119289
Utah	8912226-5501
Washington	ARIESBS868NA

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### Building Manufacturer Licenses

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State	Registration No.
Colorado	N/A
Louisiana	LIAB-M00123
New Mexico	385424
Nevada	C1012
Texas Industrialized Builder	IHB-1512
Texas Building Manufacturer	IHM-376

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### Manufactured Building Dealer Licenses

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State	Registration No.
Louisiana	LIAB-D00065
California	N/A



## 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 2621 Featherwood Dr., Ste. 300, Houston, TX 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: \$10,000,000.00  
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  
\*Certificate of Insurance is attached.

### 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 and long term financing programs
- Short term rentals
- Multi year leases
- Lease-to-own
- Outright purchase



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.

A handwritten signature in blue ink, appearing to read "Robert F. White", is written over a horizontal line.

Robert F. White  
Bond Associate

RFW/rekp



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2017

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

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

<b>PRODUCER</b> Bowen, Miclette & Britt Insurance Agency, LLC 1111 N. Loop West, Suite 400 Houston TX 77008		<b>CONTACT NAME:</b> Angie Desormeaux <b>PHONE (A/C, No, Ext):</b> 713-880-7100 <b>E-MAIL ADDRESS:</b> Certificates@bmbinc.com <b>FAX (A/C, No):</b> 713-880-7166	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> New Hampshire Ins Co	23841
<b>INSURED</b> Aries Building Systems, LLC 1919 Mueller Lane Troy TX 76579		<b>INSURER B:</b> National Union Fire Ins Co of Pitts	19445
		<b>INSURER C:</b> United States Fire Insurance Co.	21113
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 97702656

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	3780666	11/19/2017	11/19/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	3761760	11/19/2017	11/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	408-732703-2	11/19/2017	11/19/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Aries Building Systems, LLC 1919 Mueller Lane Troy TX 76579
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket additional insured Ongoing Operations per form #CG 20 10 04 13  
Blanket additional insured Completed Operations per form #CG 20 37 04 13  
Blanket waiver of subrogation per form #CG 24 04 05 09  
Blanket primary/non-contributory per form #CG 20 01 04 13

## Automobile:

Blanket additional insured per form #87950 9/14  
Blanket waiver of subrogation per form #62897 6/95

## Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 A  
Blanket alternate employer per form #WC 00 03 01 A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered to.	PER CONTRACT OF AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered to.	PER CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





# Aries - Capabilities

The answer to off-site construction and facilities.

Team Aries  
(888) 598-6689



*\*Presentation utilizes MBI and affiliates information.*



# About Us

Aries Building Systems is a privately owned company whose senior management team has provided creative business intelligence and managed services to a wide range of clients for over twenty years. We specialize in **full turnkey camp construction and financing** with a track record of delivered success on some of the most demanding projects. This expertise provides both creative construction methodology and detailed logistics planning. Our team is led by nationally recognized hands-on executives with strong operational and financial backgrounds, creative strategists and pragmatic implementers. We understand that each project is a customer service based partnership that spans from initial introduction to successful operations over the years to come.

In late 2012 Aries acquired certain assets of Ameri-Tech Buildings, an established provider of remote workforce housing and well site quarters, as well as a lease operator of domestic man camps. While retaining all of the best qualities of the Ameri-Tech brand, Aries immediately started and continues to implement a program of improving its existing camps, redesigning its product line and adding new products and services to the industries served. Additionally Aries continues to add new products to its traditional commercial modular product line.

Although Aries Building Systems has worked with both large and small clients from many professions, a high proportion of our clients come from the oil and gas, educational, medical and government sectors. We believe that we are unique among other companies in both depth of knowledge and sound experience in these fields.



# Our Uniqueness

Aries Building Systems specializes in supplying full turnkey man camps, **remote work force housing** and commercial 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 Benefits

## Aries Building Systems: Setting The Bar

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.

### All Under The Aries Building Systems' Roof:

- Design/Build Engineering
- In House Manufacturing
- In House Transportation Arm
- Construction Services and General Construction
- Civil Work
- Land Development
- Capital and Finance Leasing

### Logistics Contracting Including:

- Food Service and Cleaning
- Security and Transportation Services
- Laundry and Tailoring Services
- Waste Management
- Vector Control
- Labor Support and Supply
- Tailor made Maintenance Contracts
- Power Transmission and Design Including Generators
- Water Storage, Pumping and Sewer Treatment
- Consulting



# Our Services

## Financial

- Sale, lease and financing options
- Operating, finance and municipal lease options
- Purchase and lease-back options
- Acquisitions - large and small

## Development

- Complete Site Development
- Asset Management
- Facility Operations
- Equity Partner

## Design + Manufacturing

- Conceptual Designs
- Site Design
- Civil Designs
- Project Budgeting
- Professional Engineering Services
- Architectural Services
- Space Planning
- Design and Build
- Construction Management
- General Contractor
- Bonding Ability
- Highly Experienced Team of Industry Professionals
- Strong EMR Rating
- Commitment to Safety
- Quality Control



# The Future

## Looking Towards 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've committed a large investment to implementing and providing the right strategy, infrastructure, product breadth and team to solidify our position as the premier provider of Modular Structures.

We are determined to continue to lead the way in both customer satisfaction and construction innovation.



# Camp Management

## Camp Management:

Camp management services offer companies with remote locations a home away from home environment. As manufacturers of man camp and major projects, Aries Building Systems provides a broad scope of resources for clean water, food and other basic needs.

## Services Include:

**Accommodations** – Camps can be set up for a relatively short period of time, such as a week or two, medium set up might be a month to three months, and a long-term set up for as much time as required.

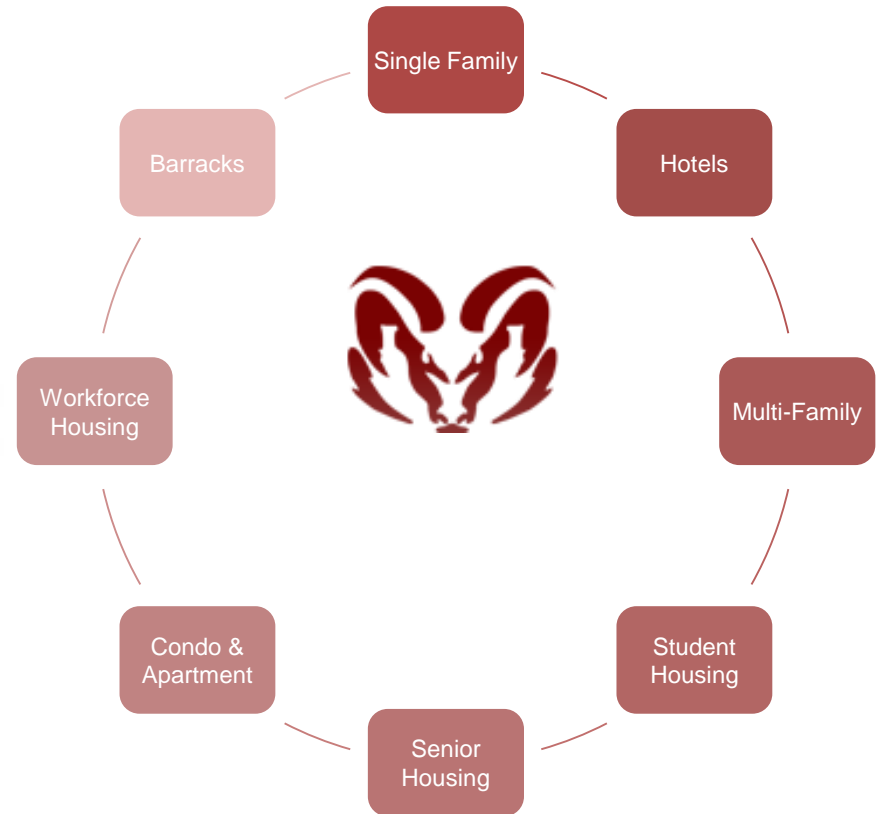
**Catering** – Food is prepared by a food-service partner with crews who handle all food services including meal preparation, cleaning and general services.

**Recreational Facilities** – Many camps include common areas that can be equipped with satellite TV, a gym and internet access.



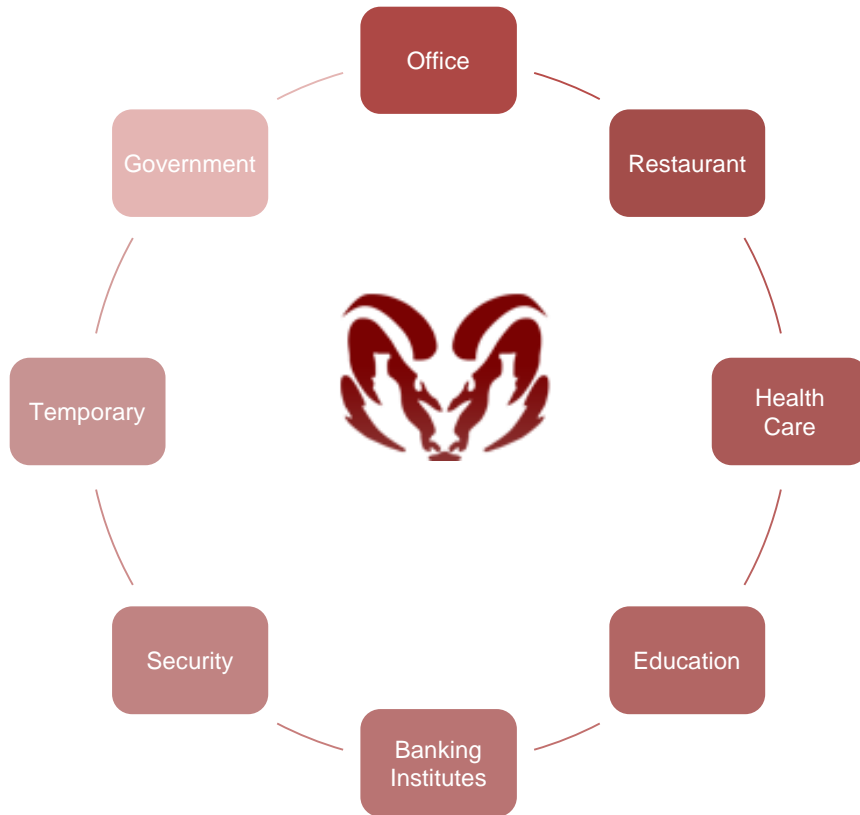


# Housing Solutions





# Commercial Solutions



# Aries US Locations



# Modular Construction

A process that constructs a building off site, under controlled plant conditions, using the same material and designed to the same codes and standards as conventionally built facilities but in about half the time.

Buildings are constructed in “modules” that when assembled/installed on site, reflect the identical design intent and specifications of the most sophisticated traditionally built facility – without compromise.

Structurally, modular buildings are generally stronger than conventional construction because each module is engineered to independently withstand the rigors of transportation and craning onto foundations. Once together and sealed, the modules become one integrated wall, floor and roof assembly.



# Modular Construction

Modular Construction is a delivery method utilizing offsite, lean manufacturing techniques to prefabricate single or multi-story whole building solutions in deliverable module sections. Modular components are manufactured in a controlled setting and can be constructed of wood, steel, or concrete. Modular components can be integrated into site built projects or stand alone as a turn-key solution and can be delivered with MEP, fixtures and interior finishes.

The buildings are 60% to 90% completed offsite in a factory-controlled environment, and transported and assembled at the final building site. This can comprise the entire building or be components or subassemblies of larger structures. In many cases, modular contractors work with traditional general contractors to leverage the resources and advantages of each type of construction.

Modular components are built to meet or exceed the same building codes and standards as site-built structures and the same architect-specified materials used in conventionally constructed buildings are used in modular construction projects. Modular construction can have as many stories as building codes allow.



# Advantages of Modular

## ➤ Greener

- Less Waste
- Energy Efficient
- Recycled Materials

## ➤ Faster

- Predictable Schedule
- Controlled Environment
- Mass Procurement Advantages
- Revenues Sooner

## ➤ Smarter

- Innovative Systems
- Craftsmanship
- Quality
- Safety



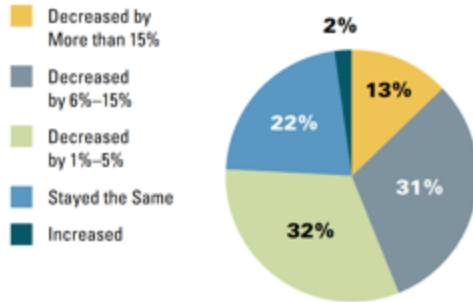


# Greener. Faster. Smarter

## Greener.

### Impact of Prefabrication/Modularization on Amount of Construction Site Waste

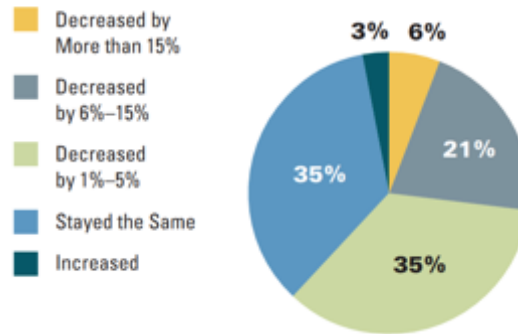
Source: McGraw-Hill Construction, 2011



## Faster.

### Impact of Prefabrication/Modularization on Project Material Use

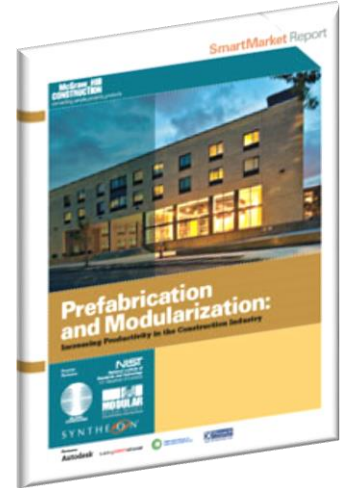
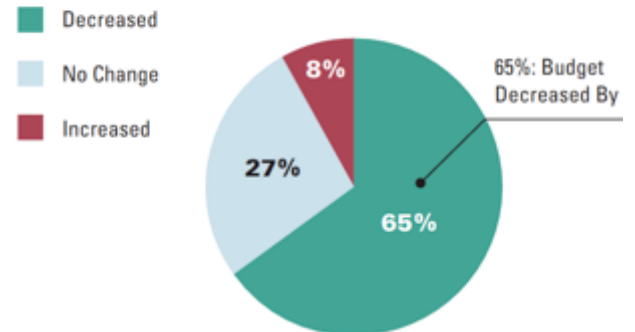
Source: McGraw-Hill Construction, 2011



## Smarter.

### Total Impact of Prefabrication/Modularization on Project Budget

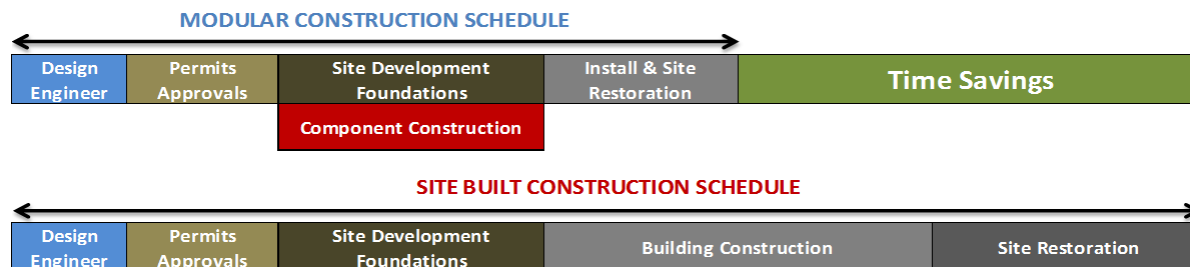
Source: McGraw-Hill Construction, 2011



# Process Benefits

- **Accelerated Construction Process**

- Unique to modular construction, while modules are being assembled in a factory, site work is occurring at the same time or in some cases prior to construction. This can allow for much earlier building occupancy and contribute to a shorter overall construction period, reducing labor, financing and supervision costs. To save even more time and money, nearly all design and engineering disciplines are part of the manufacturing process.
- Also unique to modular construction is the ability to simultaneously construct a building's floors, walls, ceilings, rafters, and roofs. During site-built construction, walls cannot be set until floors are in position, and ceilings and rafters cannot be added until walls are erected. On the other hand, with modular construction, walls, floors, ceilings, and rafters are all built at the same time, and then brought together in the same factory to form a building. This process can allow modular construction times of half that of conventional, stick-built construction.



# Quality Construction

Quality Controls and Implementation from Aries Buildings Systems means you will have professional review and assurance of factory built components and site construction through-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. Due to the need to transport modules to the final site, each module must be built to independently withstand travel and installation requirements. Thus the final module-to-module assembly of independently durable components can yield a final product that is more durable than site-built structures.

Modular units may also be designed to fit in with external aesthetics of any existing building and modular units once assembled can be virtually indistinguishable from a site-built structure.





# Sustainability



**Less Material Waste** - Modular construction makes it possible to optimize construction materials purchases and usage while minimizing on-site waste and offering a higher quality product to the buyer. Bulk materials are delivered to the manufacturing facility where they are stored in a protected environment safe from theft and exposure to the environmental conditions of a job site.

**Less Site Disturbance** - Modular components are constructed off-site simultaneous to foundation and other site work, thereby reducing the time and impact on the surrounding site environment, as well as reducing the number of vehicles and equipment needed at the site.

**Greater Flexibility and Reuse** - When the needs change, modular components can be disassembled and the relocated or refurbished for their next use reducing the demand for raw materials and minimizing the amount of energy expended to create a building to meet the new need. In essence, the entire building can be recycled in some cases.

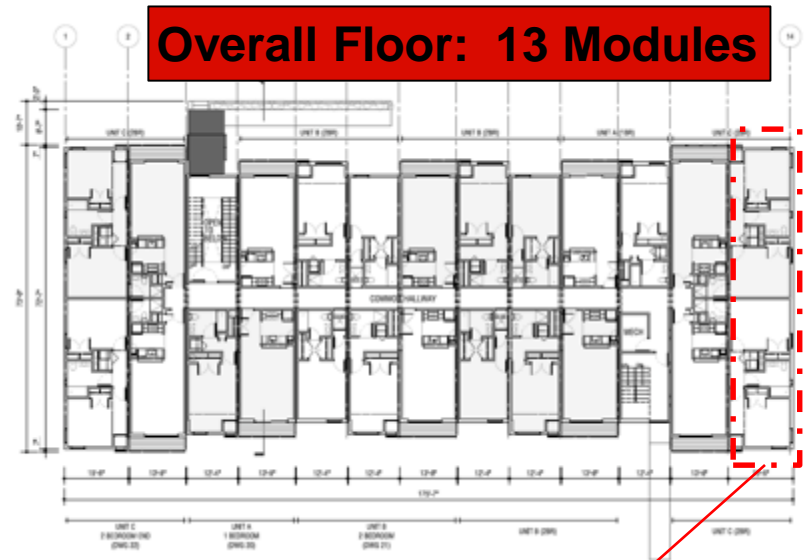
**Improved Air Quality** - Many of the indoor air quality issues identified in new construction result from high moisture levels in the framing materials. Because the modular structure is substantially completed in a factory-controlled setting using dry materials, the potential for high levels of moisture being trapped in the new construction is eliminated.

**LEED** - Modular buildings can also contribute to LEED requirements in any category site-built construction can, and can even provide an advantage in the areas of Sustainable Sites, Energy and Atmosphere, Materials and Resources, and Indoor Environmental Quality. Modular construction can also provide an advantage in similar categories in the International Green Construction Code.

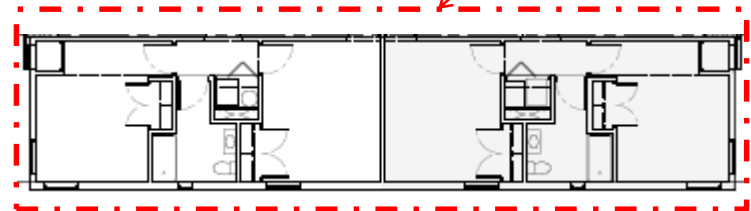


# The Module Component

- Components can be factory constructed up to an individual module size of 1200 square feet utilizing wood, steel and concrete.
- All components are fully engineered and compliant with applicable codes. The designs are versatile and accurate to allow variance design aspects through while insuring connect ability between components upon installation.

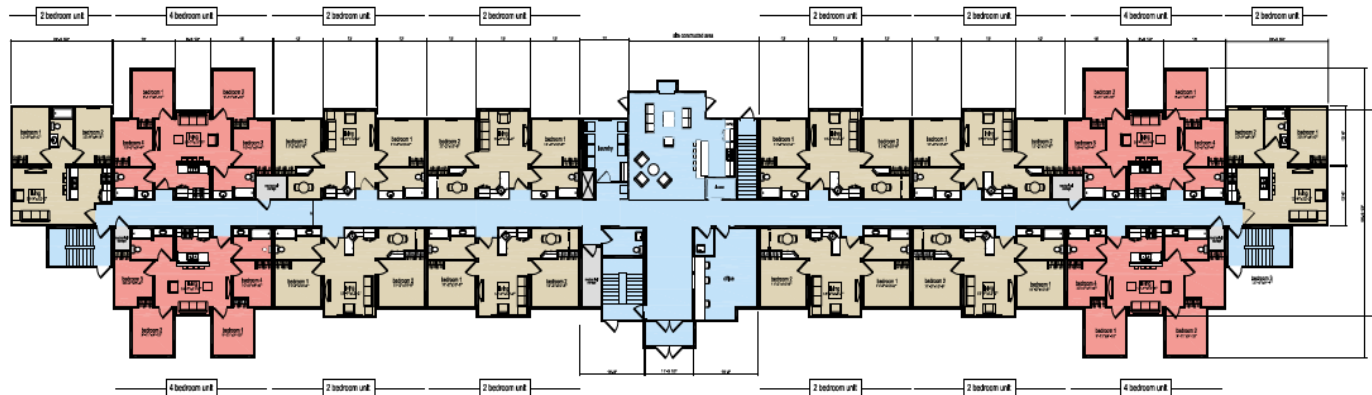
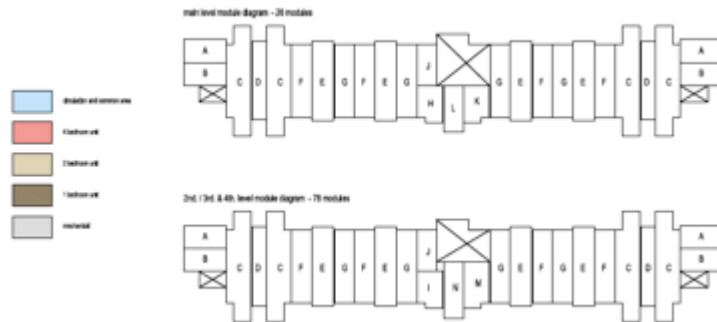


**Individual: 1 Modules**

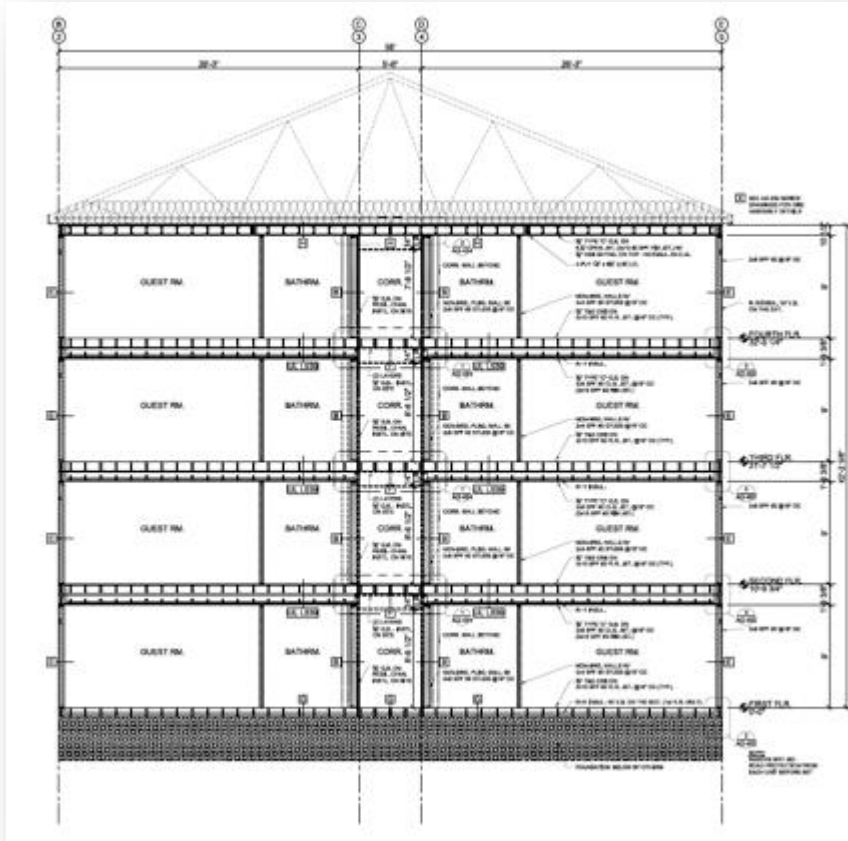


# Lateral Connections

Components are installed side-by-side on foundations with built-in corridors for utility manifolds. All rooms are completely finished inside and site work is isolated to corridors and exteriors.



# Vertical Connections

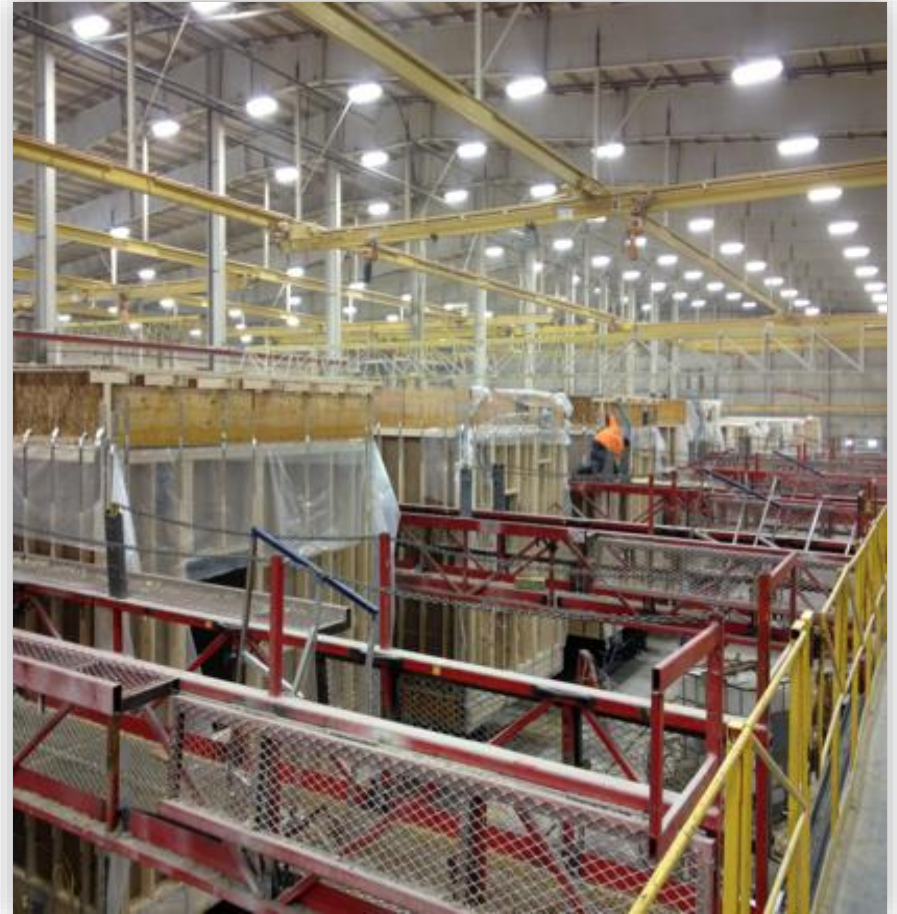


- The components are stacked on site with a crane while following proper fastening schedules and designs.
- Vertical design can include traditional factory finished roof and exteriors sidings.
- Alternately, a vast variety of exterior facets including brick and stucco, elaborate roof systems with high roof pitches, standing seam steel and so on are achievable.





# Fabrication Photos



# Installation Photos





# Camp Photos



# Service Photos





# Well Site Layouts



# Interior Finish Photos



# Affiliate Highlights

## Student Housing

Location: **Fort Wayne, IN**

Type: **Dormitory Housing**

Units Quantity: **68 Student Semi-Private**

Approximate SF: **42,000**



## Student Housing

Location: **Fort Wayne, IN**

Type: **Dormitory Housing**

Units Quantity: **60 Student Facility**

Approximate SF: **30,000**





# Affiliate Highlights

## Student Housing

Location: **Fort Wayne, IN**  
Type: **Dormitory Housing**  
Units Quantity: **60 Student Units**  
Approximate SF: **18,000**



## Military Barracks

Location: **Fort Bliss, TX**  
Type: **Barracks Units**  
Units Quantity: **576 Living Units**  
Approximate SF: **240,000**



# Affiliate Highlights

## Urban Student Housing

Location: **Philadelphia, PA**

Type: **Independent Student Housing**

Units Quantity: **144 Student Units**

Approximate SF: **60,000**



## Student Housing

Location: **Casper, WY**

Type: **Dormitory Style**

Units Quantity: **400+ Student Units**

Approximate SF: **113,000**



# Affiliate Highlights

## Private Equity

Location: **Lyons, CO**

Type: **Townhomes**

Units Quantity: **12 Living Units**

Approximate SF: **15,000**



## Military Privatization

Location: **Fort Lewis, WA**

Type: **Townhomes**

Units Quantity: **97 Living Units**

Approximate SF: **100,000**





# Affiliate Highlights

## Military Privatization

Location: **Colorado Springs, CO**

Type: **Apartments**

Units Quantity: **306 Living Units**

Approximate SF: **722,000**



## Student Housing

Location: **Ferrum, VA**

Type: **Dormitory**

Units Quantity: **62 Living Units**

Approximate SF: **27,000**



# Affiliate Highlights

## Private Equity

Location: **Washington, D.C.**

Type: **Condominiums**

Units Quantity: **20 Living Units**

Approximate SF: **25,000**



## Private Equity

Location: **Dubuque, IA**

Type: **Authority Housing**

Units Quantity: **198 Living Units**

Approximate SF: **199,000**





# Affiliate Highlights

## Semi-Private Equity

Location: **New Orleans, LA**

Type: **Authority Housing**

Units Quantity: **65 Living Units**

Approximate SF: **65,000**



## Semi-Private Equity

Location: **Filmore Parc, LA**

Type: **Authority Housing**

Units Quantity: **164 Living Units**

Approximate SF: **144,000**



# Complete Innovation



# Thank You

## Remember our solutions...

- Disaster Recovery Housing
- Workforce Housing
- Cooperative Purchasing
- Education
- Healthcare
- Business/Office
- Retail & Hospitality
- Corrections & Public Safety
- Government & GSA
- Hospitality

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