

**Solicitation Number: RFP #120721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Aries Industries, Inc., 550 Elizabeth Street, Waukesha, WI 53186-4511 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Aries Industries, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/13/2022 | 12:11 PM CST

DocuSigned by:
Jim Kraschinsky
By: D89AA83F9AD442F...
Jim Kraschinsky
Title: Vice President-Sales
Date: 1/13/2022 | 12:27 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 1/13/2022 | 12:37 PM CST

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name: Aries Industries, Inc.
Address: 550 Elizabeth Street
Waukesha, WI 53186
Contact: Mike Burczyk
Email: Mike.Burczyk@ariesindustries.com
Phone: 262-446-5631 5631
Fax: 262-896-7099
HST#: 39-1521061

Submission Details

Created On: Wednesday October 20, 2021 08:36:31
Submitted On: Tuesday December 07, 2021 14:44:49
Submitted By: Jim Kraschinsky
Email: Jim.Kraschinsky@ariesindustries.com
Transaction #: 450878b4-d8b0-41cb-8cc7-758171621809
Submitter's IP Address: 96.11.155.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Aries Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Aries does not have any subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Aries does not have any DBA names.
4	Proposer Physical Address:	550 Elizabeth Street, Waukesha, WI, 53186-4511
5	Proposer website address (or addresses):	www.ariesindustries.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jim Kraschinsky Vice President – Sales 550 Elizabeth Street Waukesha, WI 53186-4511 Jim.Kraschinsky@ariesindustries.com 262-446-5620
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Burczyk Sr. Contract Bid Specialist 550 Elizabeth Street Waukesha, WI 53186-4511 Mike.Burczyk@ariesindustries.com 262-446-5631
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded in Wisconsin in 1985, Aries is a U.S. company that manufactures and distributes durable, productive, reliable and efficient pipeline inspection systems and rehabilitation equipment focused on keeping underground infrastructure municipal professionals running longer and faster.</p> <p>Aries products include mainline pipeline inspection cameras, transporters, lateral inspection tractors/cameras, portable pipeline inspection systems, tractor mounted cutting tools, and pipeline grouting systems for the rehabilitation market - all of which are incorporated into custom outfitted vehicles, providing a professional working platform.</p> <p>Aries employs more than (100) people at our 75,000 square-foot manufacturing and service facility in our Waukesha, WI headquarters with sales/parts/customer service and repair service centers in Fresno, CA and Vaughan, Ontario.</p> <p>Aries supports customers with expert, responsive post-sale support to maximize customer uptime, productivity, and profitability from Aries network of qualified independent dealers and company-owned service centers across North America. Aries and Aries dealers are ready to train, service, and support Sourcewell members.</p> <p>Aries continues to innovate cost-effective solutions, equipment and support services for the sewer and water inspection and rehabilitation industry.</p> <p>The Aries core values are Accountability, Reliability, Integrity, Excellence, and Service. Our mission is to build customers for life through service and reliability excellence. Our vision is to be an industry leader of inspection and rehabilitation solutions for underground infrastructure.</p> <p>Our culture is Positive intent, "WE" culture focused on the Customer Experience.</p> <ul style="list-style-type: none"> - A culture of professional teamwork – "WE Culture" - A culture of fundamentals, process and data driven decisions - A culture of EMPOWERMENT – make a decision and stick with it - A place you want to come to work and make a difference - A culture that considers the customer's position and viewpoint when making decisions
10	What are your company's expectations in the event of an award?	<p>Aries expects that a Sourcewell contract will provide a significant opportunity for municipalities to purchase Aries highly valued underground inspection and rehabilitation equipment with best-in-class service and parts support. Aries plans to aggressively promote Sourcewell via website, social media, emailers, trade show advertising, etc. along with our diverse product line and highlight the value of Sourcewell. In addition to promoting the award, Aries would educate and work with our inside sales, regional sales managers and dealer network to maximize Sourcewell opportunities to its members and prospective members. Aries expects to broaden our already established customer base gaining additional revenue and market share if awarded this contract.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Aries is a profitable, privately held organization with revenues over the past 5 years ranging from \$25-\$35 million annually. Aries is a privately held corporation and does not release specific financial data.</p> <p>The company has a strong balance sheet with ample capital available to finance our strategic growth plans of double digits over the next 4 years.</p> <p>Aries has a strong balance sheet driven by our accounts receivable. Customers pay mainly on time and our average days of accounts receivable is slightly over 33 days. This drives a strong positive cash flow for the business. Our inventory is saleable with 90% turning in 12 months or less. Financial commitments are consistently made on time, with no past due issues. The Company's revolving line of credit has been maintained at historic lows for the past 12 months.</p> <p>Finally, Aries has an annual full-scope audit of the company's financial results. Our audit has resulted in an unqualified opinion and has not identified any financial concerns.</p> <p>Please see attached documents: General Business Information, Credit Information and a letter from Aries' bank.</p>
12	What is your US market share for the solutions that you are proposing?	U.S. Market Share: 25%
13	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share: 40%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Aries Industries has never filed for bankruptcy protection.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Aries is a manufacturer with a VP-Sales and (7) sales territory managers on staff covering North America as well as more than (15) internal sales, marketing, customer service, technical service and product / training specialists on staff for North America. Aries has a contracted relationship with an independent dealer network of (20) companies in North America who employ their own sales and service personnel. Aries' President and CEO is active in talking with and meeting our dealers and customers throughout North America. Finally, one facet of our strategy is to continue to grow our strong dealer network for outstanding local dealer support in all U.S. states and Canada. Aries products are delivered to customers and dealers direct from our Wisconsin factory or through our dealer network. Every delivery is supported by our territory sales manager and field service technicians. Deliveries made through our dealers are supported by the dealer sales and service team members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Aries has vehicle converter licenses in LA and TX and a manufacturer license in OK. Aries also is registered with the States of HI and NJ for commerce. Aries is registered with the federal SAM website. Aries can accommodate special licensing requests of Sourcwell members. Please see attached documents.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or disbarment of Aries Industries, Inc. has occurred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	n/a	*
19	What percentage of your sales are to the governmental sector in the past three years	Aries averaged 30% of total sales to the governmental sector in the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	0% Education sector	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Aries currently holds three co-operative purchasing contracts: HGACBuy – average \$938,000 annually the past three years Buyboard – average \$168,000 annually the past three years *Minnesota State Contract = \$268,000 annually the past three years *= via Aries dealer Flexible Pipe Tool	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Aries Industries, Inc. does not currently hold a GSA contract. Aries does not hold any Federal purchasing contracts currently or in the past three years.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Raleigh, NC	Kori Garrett	(919) 996-4519	*
Jefferson County, AL	Kerry Wilson	(205) 461-5359	*
City of Austin, TX - Watershed Protection Department	Daniel Herrera	(512) 974-3342	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
County	Government	Alabama - AL	TV Inspection trucks and Components	\$900,000 equipment purchases	\$900,000
City	Government	California - CA	Rehabilitation robotic cutter with components	\$380,000 equipment purchases	\$380,000
City	Government	Kansas - KS	TV Inspection truck	\$350,000 equipment purchases	\$350,000
City	Government	North Carolina - NC	TV Inspection truck and Components	\$300,000 equipment purchases	\$300,000
City	Government	Wisconsin - WI	TV Inspection truck	\$300,000 equipment purchases	\$300,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Aries has a VP-Sales and (7) sales territory managers on staff covering North America as well as (15) internal sales, marketing, customer service, technical service and product / training specialists on staff for North America. Sales Territory Managers are strategically located throughout North America. Aries headquarters is centrally located in Waukesha, Wisconsin. This facility also provides all manufacturing operations, sales, customer service, parts and service. Additional sales/parts/service facilities are in Fresno, California and Vaughan, Ontario, Canada.</p> <p>Aries has (20) independent dealers who provide sales, parts and service in the United States and Canada. All dealers are supported by their Regional Sales Manager and the entire Aries organization. All Aries' salespeople and many dealer salespeople are capable of trouble-shooting customer issues and providing preventative maintenance expertise. Part of our strategy is to continue to grow our strong dealer network for outstanding local dealer support in all U.S. states and throughout Canada.</p>
26	Dealer network or other distribution methods.	<p>Aries has a dealer network of (20) independent dealers covering North America plus one dealer dedicated to international sales.</p> <p>All Aries dealers are focused on governmental clients and promote Aries products, parts, training and service in their respective areas. Each dealer is supported by their Aries Regional Sales Manager and the entire Aries organization.</p> <p>Please see uploaded document for Aries' dealer information.</p>

27	Service force.	<p>Aries has (15) customer service, technical service and product / training specialists on staff for North America. Field Service Technicians are strategically located throughout North America. Aries headquarters is centrally located in Waukesha, Wisconsin. This facility also provides all manufacturing, sales, parts, customer service and repair. Additional sales/parts/service facilities are located in Fresno, California and Vaughan, Ontario, Canada.</p> <p>Aries is a full-service team with easy phone branches to reach the appropriate service or technical team with one call designation:</p> <ol style="list-style-type: none"> 1. Technical Support – troubleshooting, diagnostics 2. Customer service – parts selection, parts orders, service orders, order-tracking; loaners 3. Software support – troubleshooting and diagnostics <p>If repair is needed, Aries' technical staff are capable of assisting most customers to be back up and running with phone support to diagnose or assist in repair over the phone. We offer state-of-art technologies and tools to assist in diagnosis like "Rescue Lens" which allows for a live video for Aries personnel to see customer equipment and increase the capabilities of diagnosing complex systems or identify difficult parts and set ups. We also offer "Rescue Me" which is a software and computer hardware support tool that allows an Aries customer service technician to remote into a customer computer and take control. The use of this tool allows for quick and efficient diagnosis/resolution to any software or computer hardware concern. If these efforts are not successful, the customer can call their local dealer for repair service or send the equipment to Aries Waukesha, WI, Fresno, CA or Vaughan, Ontario facilities for service. If customer repair cannot be sent to one of our service centers, we offer a Field Service Team which can travel to customer locations for service and/or training.</p> <p>Aries has (20) independent dealers who provide sales, parts, customer service and repair in North America. All dealers are supported by are supported by supported by an Aries' Regional Sales Manager and the entire Aries organization.</p>
----	----------------	---

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>An Aries territory manager and/or dealer initially discuss application and system configuration with the prospect. All Aries and Dealer business cards, email signatures and websites will display the Sourcewell logo and contract number. Aries and Aries' dealer will determine if Sourcewell membership is already established. If not, we will work to recruit the customer as a member, explaining the value and benefits which come through membership.</p> <p>A product demonstration is typically requested and performed by Aries and/or Aries' Dealer at the prospects site. All demonstrator units will display the Sourcewell logo and Aries' contract number. A customized quote will be developed for the Sourcewell member. All quote forms (including equipment specifications) will display the Sourcewell logo and Aries' contract number. The quoting process will include any open market items and analysis if any additional discounts are available to the listed contract pricing.</p> <p>The quote will be used by a Sourcewell member to create a purchase order or other contractual document for Aries or for the dealer if a dealer was involved. If the order was placed through the Aries dealer network, the Aries dealer will send a copy of their invoice and the member's purchase order to Aries to verify the proper Sourcewell price was used. All PO's must reference Aries' Sourcewell contract number.</p> <p>Aries will send an order acknowledgement followed by any additional documents such as vehicle layout approval drawings as required.</p> <p>Aries will manufacture and deliver the product(s) as outlined in the quote by the time frame indicated.</p> <p>All post-delivery follow up and training will be coordinated and Sourcewell member payment terms will be enforced per quoted terms.</p> <p>After the equipment is delivered to the customer, Aries' Field Service Technician and Dealer will schedule and perform the following with the customer at the customer's site:</p> <ul style="list-style-type: none"> • Compare member P.O. /specifications to equipment delivered to ensure it meets requirements • Review Operation and Maintenance manuals • Review general preventative maintenance, safety requirements, pre-operation equipment inspection • Provide required hands-on training for Operators • Provide basic troubleshooting • Review all Aries' and Dealer Customer Service contact information • Assist member in equipment registration, warranty information and claims process <p>Aries will send an invoice to the dealer or directly to the member per their instructions (i.e.: email, mail, etc.). If sent to the Aries dealer, the Aries dealer will send to the member per their instructions.</p> <p>If the order was placed through the Aries dealer network, the Aries dealer will send a copy of their invoice and the member's purchase order to Aries to verify the proper Sourcewell price was used and to include with Aries' Sourcewell documentation fee.</p> <p>Aries will have a specific code for each Sourcewell order to capture sales details each month for ease of quarterly reporting to Sourcewell.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Aries customer service is a process-oriented and strategic lead team with an emphasis on "Customer Experience". We have successful partnerships with our customers and have developed a world class team of professional customer service individuals with over 150 years of professional customer service experience. Aries is a full-service team with easy phone branches to reach the appropriate service or technical team with one call designation:</p> <ol style="list-style-type: none"> 1. Technical Support – troubleshooting, diagnostics 2. Customer service – parts selection, parts orders, service orders, order-tracking; loaners 3. Software support – troubleshooting and diagnostics <p>Aries customer service team can be reached from 7am to 7pm Central Time Monday through Friday by calling 800-234-7205.</p> <p>Part orders can be placed by email, fax or phone and are processed same day as received. Stock orders ship next business day. Same day orders and shipments can be processed upon request. Aries is serviced by UPS, FedEx and LTL transit on a daily basis. Automatic email notifications of shipment and delivery are provided upon request.</p>

Service orders are entered on day of request. If repair is needed, technical customer staff will assist with phone support to diagnose or assist in repair over the phone if applicable before customer equipment is sent to Aries locations for repair. We offer state-of-art technologies and tools to assist in diagnosis like "Rescue Lens" which allows for a live video for Aries personnel to see customer equipment and increase the capabilities of diagnosing complex systems or identify difficult parts and set-ups. We also offer "Rescue Me" which is a software and computer hardware support tool that allows an Aries customer service technician to remote into a customer computer and take control. The use of this tool allows for quick and efficient diagnosis/resolution to any software or computer hardware concern. Aries' technical staff are capable of assisting most customers to be back up and running with phone support and/or the technical tools. If these efforts are not successful, the customer can call their local dealer for repair service or send the equipment to Aries Waukesha, WI or Fresno, CA locations for service. If customer repair cannot be sent to one of our service centers, we offer a Field Service Team which can travel to customer locations for service and/or training.

If a repair is needed and sent to Aries, we offer a robust free loaner program for like equipment to keep the customer up and running to mitigate any costly downtime.

The Aries' loaner pool is over 100 units strong representing most equipment (ie: camera, tractors, controllers, reels, etc.) that Aries sells. Loaners are generally shipped same day 90+% of the time as request. Also, all equipment sent in for repair is evaluated for applicable warranty.

Aries prides itself on customer service performance and metrics which are kept on a daily basis to monitor and improve our service to our customers. Some metric examples:

1. Calls by Workgroup
 - a. Total number of calls per individual workgroup
 - b. Number of calls by person
 - c. Hours of calls received (staffing purposes)
 - d. Average talk time per call
 - e. Average hold time per call
 - f. Average abandon time of any call
 - g. Calls through 800 line
 - h. Total Incoming Calls
 - i. Total Outgoing calls
 - j. Total internal calls
 - k. Calls answered by voicemail
 - l. Calls YOY per workgroup
2. Loaner Requests
 - a. Number of requests per month
 - b. Month to date requests
 - c. Same day shipment percentage
 - d. Request by loaner type
 - e. Requests against loaner pool
 - f. Daily loaners in the field
 - g. Monthly loaner use trend

We are a leader in the industry with an overall call abandon rate of 1.9% for our entire customer service team. Industry standard of 5% is considered World Class in any manufacturing environment. Our phone call hold and average abandon times are also second to none in the industry with less than 15 seconds average answer time, and less than 25 seconds average abandon time. We know customer time is valuable and are committed to rapid response and one call resolution. We also log customer technical diagnostic calls by case management so that we can capture the customer experience and assist further should a second call be needed to provide additional support. We utilize these metrics to make certain that Aries provides the needed staff and education to serve customers in a prompt and professional manner.

Aries Customer Service is committed to continual further education to provide customers with the most up-to-date technologies and informed representatives. We strive to be innovative with new tools, measure our metrics to change/adjust accordingly and employ professional staff to support customer product orders, diagnostic needs and support.

30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Aries covers the United States market for sales with a VP, Sales and (6) sales territory managers on staff. Aries headquarters is centrally located in Waukesha, Wisconsin. This facility also provides all manufacturing, sales, parts and service. An additional sales/parts/service facility is in Fresno, California.</p> <p>Aries has (17) U.S. dealers who provide sales, part and service in the United States. All dealers are supported by (15) internal sales, marketing, customer service, technical service and product / training specialists on staff.</p> <p>Aries and Aries' dealers are excited at the prospect of earning a Sourcewell contract to use as a sales vehicle for members and prospects.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Aries is currently very active in the Canadian market (sales up 200% in 2021 versus 2020) with an Aries sales, parts, customer service and repair facility in Vaughan, Ontario and three (3) dealers who cover all Canadian provinces with sales, parts and service personnel. Canada is a key strategic growth region for Aries and we continue to make investments in marketing and dealers to capture share.</p> <p>Aries and Aries' dealers are excited at the prospect of earning a Sourcewell contract to use as a sales vehicle for Canadian members and prospects.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Aries services all regions of North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Aries services all Sourcewell Member sectors and does not have any sales limitations due to other cooperative purchasing contracts.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements or restrictions will be placed on Sourcewell Members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Aries will announce and promote the unparalleled benefits that a contract with Sourcewell will bring to our customers and prospects through a multi-pronged, integrated marketing effort. We will add the Sourcewell logo and link on our website and provide the logo and contract number to our nationwide network of dealers to use on their websites and marketing materials. We will produce a well-written and graphical blog article on our website announcing the Sourcewell contract, which will be shared to our 4,000+ followers (and growing) on LinkedIn, Facebook, and Twitter. This will be followed up with ongoing social media posts featuring success stories, highlights of the partnership, and updates.</p> <p>We will leverage our email database of over 5,000 customers, prospects, and dealer network to announce the Sourcewell contract, focusing on how the relationship can benefit the municipalities we serve. The Sourcewell logo and link will become a permanent aspect of our email communications to continue to reinforce the relationship on every email newsletter we send.</p> <p>The Sourcewell logo will be visible on our demonstration trucks that are used by our sales team and dealers with current and prospective customers.</p> <p>We will announce the Aries Industries/Sourcewell contract through a national public relations campaign, targeted at industry and business publications. The relationship will also be promoted through a national advertising campaign that includes print and digital ads. At each national and regional trade show we attend, attendees will see exhibit and demonstrator vehicle graphics announcing the partnership and be invited to learn more in conversation with our sales reps at these shows.</p> <p>The Sourcewell logo and contract information will be added to our print collateral, such as company brochures and sell sheets. Print and digital versions will be made available to our national dealer network via our marketing toolbox on the Aries' website dealer portal. Additionally, Aries will add the Sourcewell logo and Aries contract number to all Aries and dealer quotes, email signatures, business cards, demonstrator vehicle decals, and Aries-branded apparel.</p>	*

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We leverage an ongoing Search Engine Optimization (SEO) strategy to identify and incorporate keywords through blog articles and page content. We research the market for relevant, industry-related terminology to determine best use cases for metadata within the website's core pages, blog posts, and respective media (e.g., images, social media, etc.). We also consider brand queries in our use of metadata, so that metadata is designed with the targeted end-user in mind, as well as the overall brand and its recognition.</p> <p>Aries Industries has over 4,000 followers across LinkedIn, Facebook, and Twitter. We share a mix of eye-catching graphics, video, industry articles, and original blog posts on a weekly basis. Metrics are generated and analyzed monthly to ensure the content we share is resonating and achieving high engagement levels.</p> <p>We use a marketing automation platform to build our prospect and customer database and automatically nurture leads throughout the sales process. We use both triggered and custom email campaigns to communicate with and market to our database. Our marketing automation platform includes fully integrated email, social media and website tracking applications to maximize prospect interactions and move them to sales. Comprehensive metrics allow us to modify our marketing and sales strategy on an ongoing basis to maximize results. This use of technologies has helped our sales growth while capturing new customers and inquiries by prospective customers.</p> <p>Our advertising efforts center on banner ads and custom emails placed in targeted industry publications. We receive click through details and these leads are added to a multi-faceted campaign designed to nurture and convert.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell is known to provide stellar marketing through its active posting on social channels and can leverage their following by sharing Aries-won contracts through re-sharing our social posts. We hope to work in partnership with Sourcewell in educating our customers and prospects on how to use the contract and the many benefits of purchasing through Sourcewell. With access to the member list and Sourcewell contract management team, we look forward to guidance in the best way to communicate value to Sourcewell members. As a leader in marketing to contractors and municipalities in need of pipeline inspection equipment, we believe a partnership with Sourcewell, the premier procurement cooperative, will result in a win-win for Sourcewell members. However, our goal is just not to attract current Sourcewell members but find new prospects to join. We plan to highlight each Sourcewell sale as a success story to be shared ultimately driving new customers to Sourcewell with our partnership.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Aries products are not currently available through an e-procurement process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Onsite equipment training is included with all truck and system sales. This is performed by an experienced Aries' Field Service Technician or Aries' Dealer Technician. Each piece of equipment has a training program tailored to that specific piece of equipment. This training is provided as a standard part of the sale of all our equipment prior to the equipment being put into service.</p> <p>Members may request additional training as a priced sourced item. Training programs offered are operator, best practices and preventative maintenance at the customer's location presently for current rate of \$1200/day and service and repair training programs at Aries' Waukesha, WI facility (priced based on what equipment needs to be trained – please see attachments). All training is conducted by experienced Aries' Field Technicians. Programs are customized based on customer's equipment.</p>

40	Describe any technological advances that your proposed products or services offer.	<p>Aries is U.S. owned and centrally located in North America in Wisconsin. We have our own machine shop for faster response for repairs, production and R&D Projects and to provide unique solutions. We also source machined parts from local Milwaukee shops and the vast majority of our parts and components from U.S. companies.</p> <p>One of Aries strengths is customized design and build solutions for municipalities promoting safety and productivity features. We do our own cabinet manufacturing.</p> <p>Aries believes we are only manufacturer currently producing a pan and tilt camera with a lens wiper feature for in-pipe cleaning for mainline inspections. This provides more productivity by allowing the camera lens' to be cleaned in its position in the pipe versus retrieving the tractor/camera to wipe off the camera lens.</p> <p>Aries has implemented or is in the process of implementing new CANbus technology across all of our inspection and rehabilitation products platforms. CANbus provides immediate response controls and endless diagnostic capabilities. Some programs:</p> <ul style="list-style-type: none"> i. Expand the Aries manufactured Wolverine 2.0 Cutter System to 850 Feet (longest electric cutter system in the industry) ii. Voyager Inspection Equipment w/ 1080p HD High Definition Camera – Mobile & Truck Mounted iii. Expanding our Laser Profiler Equipment Across Multiple Software Packages <p>Aries has implemented a multi-faceted approach to maximizing customer UPTIME by implementing new technologies (Rescue Me and Rescue Lens) to troubleshoot units in the field and providing the most extensive free loaner program in the industry.</p>	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Aries uses LED's in all of our cameras and in the lighting in our truck builds. We also currently offer an inverter powered by batteries versus the customer needing to run gas/diesel generators or engine-mounted generators.</p> <ul style="list-style-type: none"> a. Exploring Solar Panels to Power our Trucks in the Field b. Investigating battery powered Ford Transit and F-series Trucks from Ford that will be in production soon c. Aries offices utilize LED lighting and we are currently relamping our entire 75,000 square foot manufacturing facility with new LED fixtures throughout d. Implemented reusable dunnage in our shipping process e. We work with several local companies on recycling: <ul style="list-style-type: none"> a. Electronics Equipment/Components b. Metals & plastics c. Paper & Cardboard 	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Aries has no applicable third-party issued Eco-labels, ratings, or certifications.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Though Aries does not currently qualify for WMBE or SBE accreditations, two Aries Dealers have WMBE certification, Bogie Enterprises, Inc. and BDG, Inc. DBA Flexible Pipe & Tool.</p> <p>Their Certificates are uploaded.</p>	*

44	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Aries is U.S. owned and centrally located in North America in Wisconsin. We have our own machine shop for faster response for repairs, production and R&D Projects and providing unique solutions. We also source machined parts from local Milwaukee shops and the majority of our parts and components from U.S. companies.</p> <p>One of Aries strengths is customized truck upfitting design and build solutions for municipalities promoting safety and productivity features.</p> <p>Aries believes we are only manufacturer currently producing a pan and tilt camera with a lens wiper feature for in-pipe cleaning for mainline inspections. This provides more productivity by allowing the camera lens' to be cleaned in its position in the pipe versus retrieving the tractor/camera to wipe off the camera lens.</p> <p>Aries has implemented or is in the process of implementing new CANbus technology across all of our inspection and rehabilitation products platforms. CANbus provides immediate response controls and endless diagnostic capabilities. Some programs:</p> <ul style="list-style-type: none"> i. Expand the Aries manufactured Wolverine 2.0 Rehabilitation Cutter System to 850 Feet (longest electric cutter system in the industry) ii. Voyager Inspection Equipment w/ 1080p HD Camera – Mobile & Truck Mounted iii. Expanding our Laser Profiler Equipment Across Multiple Software Packages <p>Aries has implemented a multi-faceted approach to maximizing customer UPTIME by implementing new technologies (Rescue Me and Rescue Lens) to troubleshoot units in the field and providing the most extensive free loaner program in the industry.</p> <p>Aries regularly offers “Grout Boot Camps” for the rehabilitation market at regional locations each year where customers and other interested parties are brought together to learn hands-on aspects of grout pipeline rehabilitation. Customers and interested Aries dealers are also able to attend sessions tailored to repair and maintenance of Aries equipment. Aries also conducts best practices workshops throughout the year for our customers across the country.</p> <p>Aries is the only manufacturer of wastewater and stormwater inspection systems, grout systems, lateral reinstatement cutting systems, and water well inspection systems.</p> <p>Aries is the only U.S.-based manufacturer of water well, wastewater, stormwater inspection systems with a facility in Canada</p>
----	---	--

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Aries warrants all new items manufactured by Aries for defects in materials and workmanship for a standard period of one year following the date of receipt. Aries has the right to repair or replace any defective part at our service facility or to ship the customer a replacement component or part. Items not manufactured by Aries (generators, air conditioners, etc.) are warranted for one year or by the item's manufacturer warranty, whichever is longer.</p> <p>Please see attachments for a copy of the Aries Warranty statement.</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Warranty exclusions typically include expendable / wear-out items. Warranty is not applicable to malfunctions due to damage, neglect, wear, misuse, using unauthorized parts, or improper handling. Repairs made by persons other than factory authorized personnel are also excluded.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, Aries will cover a technician's expenses for any field warranty repairs in North America</p>
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Aries technicians will travel anywhere in North America for field warranty repair. The majority of warranty repair is handled via parcel shipment of the faulty component back to an Aries Service Center or authorized dealership.</p>
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Aries will cover the complete system, including items made by other manufacturers, for the Aries warranty term. Any items with warranties of a longer duration than the Aries warranty will also be honored as part of our system.</p> <p>Examples of this are Ford Motor Company vehicle warranties or Whelen strobe light warranties. Aries will coordinate with any outside manufacturers for a warranty service point for an item used as part of the Aries system.</p>
50	What are your proposed exchange and return programs and policies?	<p>Aries shall have at their option, the right to repair or to replace any defective part or component at their service facility(s), or to ship the Customer a replacement component or part. A restocking charge of 15% will apply to all unused returned parts.</p> <p>Please see attachments for the Aries Sales Order Acknowledgement, Warranty Policy and Return Materials Authorization forms.</p>
51	Describe any service contract options for the items included in your proposal.	<p>Aries provides a variety of "Custom" service contracts that are available to customers including annual service and preventive maintenance.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods.	Aries payment terms to municipal entities are Net 30 Days unless otherwise negotiated. Accepted payment methods include ACH, check or credit card.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Aries offers leasing and financing options through third party companies such as AP Equipment Financing. Aries created a direct Aries funded leasing option in 2021 with certain customers to start in Q1 2022. Expectations are to provide a leasing option to customers that meet certain criteria in the very near future.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard transaction documents are Quote Form, Sales Order Acknowledgement (includes Terms & Conditions), RMA Form, Loaner Program Policy and Request for Service form.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Aries accepts P-card procurement payments with a transaction limit of \$15,000. There is no additional cost to Sourcwell members to use this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Aries pricing model is a discount off Aries' List Price for Sourcwell members. Please see the Aries Pricing attachment for details.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Aries offers a 5% discount off our published List Prices for all categories and products. Please see the Aries Pricing attachment for details.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Aries will offer an additional 2% volume discount for members who purchase a quantity of (3) or more of the same units. Volume discounts of non-like units will be considered on a case-by-case basis.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market items will be individually quoted by Aries on behalf of the Sourcwell member. A typical item would be a vehicle and/or vehicle body for outfitting of one of our systems. Aries will offer vehicles through our local franchised dealer that will include any manufacturer price concessions available to a member. Vehicles will be added at cost for sales taxation purposes. Please note that due to the volatility of chassis and trailer pricing, these prices are considered estimates subject to change by the Vehicle Manufacturer / Dealer at the time the order is placed. Customized products requested by a Sourcwell member for integrations to our systems will be priced by using our current Sourcwell pricing as a baseline, modifying for changes needed, creating a List Price and applying the Sourcwell discount.

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in contract pricing or detailed as sourced items to make the customer experience easy to understand.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	A delivery quote will be included separately as a sourced item. Current estimates are obtained via LTL Freight for palletized shipments or \$1.90 to \$2.00/mile for vehicle drive-away deliveries. All shipments are FOB: Waukesha, WI for the U.S. and FOB: Vaughan, Ontario for Canada. This will ensure an accurate estimate for each member irrelevant of their distance to the shipping point, rather than an averaged estimate. It will also allow for an accurate tax calculation for those members that are subject to sales taxation.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Aries ships products and parts from our factory in Waukesha, WI to our Vaughan, Ontario Canada facility for shipment to Canadian customers. Aries uses commercial carriers such as UPS whenever possible for offshore shipments. For products requiring freight forwarding, such as outfitted vehicles or vehicle bodies, transportation will be added as an open market item.</p> <p>There are no restrictions for Aries for Hawaii and Alaska because One.7, Inc., as an Aries dealer representative for both Hawaii and Alaska, takes care of any and all customer needs. Since 2005, One.7 has been selling environmental equipment worldwide which includes both Hawaii and Alaska. One.7, Inc. has vast knowledge in shipping in and out of the ports of both Tacoma and Seattle, pricing and arranging barge transportation at best price and availability to the customer and transports whatever is to ship out to either port whether its Alaska or Hawaii. One.7 also has experience with PASHA out of San Diego for shipping needs as that is another option for customers that want their equipment protected and out of the saltwater seas. One.7 has an Alaska Airline Cargo account and makes daily runs to the airport to ship parts and can ship out based on what the immediate need is of the customer including "Alaska Airlines GoldStreak Package Express" if necessary for same day shipment. One.7 Inc. will also fly one of their employees (for a nominal fee depending on the requirement) to the desired Hawaiian island (sometimes its multiple islands in one visit) or Alaska to train customers or trouble-shoot customer equipment.</p>	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>With our own facility in Ontario, Canada, Aries provides Aries sales, parts, customer service and repair to Canadian customers and dealers.</p> <p>One.7, an Aries dealer based in Washington State, has an Alaska Airline Cargo account and makes daily runs to the airport to ship parts including "Alaska Airlines GoldStreak Package Express" if necessary for same day shipment and arrival.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Aries has a Senior Bid Specialist on staff who approves that all quotes are in compliance with Sourcewell's discounted prices and to monitor all contract purchases to insure correct pricing, reporting, contract administration, and compliance by Aries and Aries' dealers to the following process:</p> <ol style="list-style-type: none"> 1. Member's number and Aries' Contract No. are written on all documents. 2. Member's Purchase Order must accompany Aries' dealer's Purchase Order. 3. All PO's are compared to the published Sourcewell discounted prices 4. Sourcewell sales are noted on the order form and flagged at order entry to maintain compliance in remitting our fees. 5. Aries' dealer's invoice to the member must be submitted to Aries prior to commission payment. 6. All Sourcewell purchase orders are thoroughly reviewed for accuracy, contract compliance and pricing at our monthly order review meeting. 7. Aries Accounting will document all Sourcewell sales and administrative fees owed on a monthly basis so that quarterly reporting and remittance to Sourcewell is quick and easy.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Aries utilizes a number of metrics to measure improvements in various departments of our business through our ERP System using Microsoft Power BI as the reporting tool (please see samples in the uploaded additional documents). Each truck order and/or system order are tracked on a daily basis through PBI to ensure we are executing to the agreed upon plan.</p> <p>Aries will track Sourcewell quote dollars and order dollars weekly/monthly/YTD and compare to prior years, goals (TBD) and other cooperative purchasing business. Additionally, we will add a Sourcewell category in our CRM system so we can track calls and meetings with Sourcewell members and new prospects. Aries also will use metrics to make sure salespeople and dealers are focused on prospects as well as current customers.</p> <p>To promote success, Aries will create incentives for salespeople and dealers to sell to Sourcewell members and convert prospects to membership.</p>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Aries proposes to pay Sourcewell an administration fee of 2% of the Aries total quarterly end user invoiced amount for the equipment less any freight charges.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Aries manufactures and distributes durable, productive, reliable and efficient pipeline inspection systems and rehabilitation equipment focused on keeping underground infrastructure municipal professionals running longer and faster.</p> <p>Aries products include mainline pipeline inspection cameras, transporters, lateral inspection tractors/cameras, portable pipeline inspection systems, laser profiler, sonar, and robotic cutters and pipeline grouting systems for the rehabilitation market - all of which are incorporated into custom outfitted vehicles, providing a professional working platform.</p> <p>Aries also manufactures a line of water well inspection cameras and equipment for municipalities and contractors to inspect water well casings.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sewer Inspection Camera or Equipment," "Underground Rehabilitation Equipment," "CCTV Inspection Equipment"; "Water Well Inspection"; Lateral Reinstatement Cutter Systems".

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Video, imaging, scope, and sensor equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aries products include mainline pipeline inspection cameras, transporters, lateral inspection tractors/cameras, portable pipeline inspection systems, laser profiler, sonar products - incorporated into custom outfitted vehicles, providing a professional working platform.
71	Flow and leak testing, detection, and monitoring equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
72	Underground infrastructure rehabilitation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aries products include lateral reinstatement robotic cutters and pipeline grouting systems - all of which are incorporated into custom outfitted vehicles, providing a professional working platform.
73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	For the equipment offered in questions 70 and 72, Aries offers a variety of optional tractors, cameras, accessories such as large pipe kits, software, storage options, etc. plus full parts and service support.

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe the compatibility of any software products offered with industry hardware.	Aries industries offers software packages from all independent companies including ITpipes, Peninsular Technologies, and WinCan. These three industry leading software packages are compatible with the vast majority of available brands of TV inspection hardware components on the market.
75	Describe the compatibility of any hardware products with industry software.	The TV Inspection hardware systems that Aries offers have proven to be compatible with the vast majority of software providers. We can confirm that our systems have successfully been used compatible with software packages from the following software designers Asset DMS, CTspec, Granite, ITpipes, Peninsular Technologies, Pipe Logix, POSM, Sewer AI, WinCan, and others.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Aries Pricing 120721 Feb2022.pdf - Sunday December 05, 2021 19:01:07
 - [Financial Strength and Stability](#) - Aries General Business-Credit-National Bank Letter 120721.pdf - Sunday December 05, 2021 18:54:36
 - [Marketing Plan/Samples](#) - Aries Marketing Files 120721.zip - Sunday December 05, 2021 20:30:44
 - [WMBE/MBE/SBE or Related Certificates](#) - Aries WBE Certifications 120721.pdf - Sunday December 05, 2021 18:55:22
 - [Warranty Information](#) - Aries Warranty Policy 120721.pdf - Sunday December 05, 2021 19:00:44
 - [Standard Transaction Document Samples](#) - Aries Standard Transaction Documents 120721.zip - Sunday December 05, 2021 20:31:10
 - [Upload Additional Document](#) - Aries Additional Documents 120721.zip - Sunday December 05, 2021 20:31:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jim Kraschinsky, VP, Sales, Aries Industries Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	<input checked="" type="checkbox"/>	1