

TIPS VENDOR AGREEMENT

Between American Technologies, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180205 Trades, Labor and Materials 2 (JOC)

General Information

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

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Agreements

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

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

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

Tax exempt status

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

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Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**".

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

Shipments

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

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

Invoices

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

Payments

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

Pricing

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

Participation Fees

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

Indemnity

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

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

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

TIPS Member Purchasing Procedures

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

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

Form of Agreement and Reporting

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

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

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

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Smoking

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of two (2) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Bonding

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

Professional Engineering and Architect's Services

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

Scope of Services

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

Project Delivery Order Procedures

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

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract.

The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member.

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

Special Terms and Conditions

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

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

TIPS Vendor Agreement Signature Form

RCSP 180205 Trades, Labor and Materials 2 (JOC)

When installation and construction on site are considered a Public Work (JOC)

Company Name American Technologies, Inc.

Address 1004 N. Ave. Suite 150

City Plano State TX Zip 75074

Phone 800-400-9353 Fax 972-389-1810

Email of Authorized Representative steve.pace@atirestoration.com

Name of Authorized Representative Steven E Pace

Title Chief Financial Officer

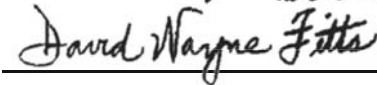
Signature of Authorized Representative 

Date 3/13/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/26/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674			Building
Bid Number	180205			Floor/Room
Title	Trades, Labor and Materials 2 (JOC)	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	2/1/2018 08:04 AM (CT)			Email
Close Date	3/16/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company American Technologies, Inc
 Address 1004 N Ave
 Suite 150
 Plano, TX 75054

Contact
 Department
 Building
 Floor/Room
 Telephone (972) 389-1800
 Fax
 Email

Submitted 3/15/2018 01:31:41 PM (CT)
 Total \$0.00

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

Signature Steven E Pace

Email zoe.freeman@atirestoration.com

Supplier Notes

Bid Notes

Do not respond to this bid if your company currently holds the Trades, Labor and Materials (JOC)contract #170201.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Emergency Response, Restoration, Contents Restoration, Electronics Restoration, Equipment/Machinery Restoration, Environmental Remediation, Fire Damage Remediation, Fireproofing, Smoke Damage Remediation, Reconstruction, Asbestos Abatement, Lead Abatement, Biohazard Abatement, Crime Scene Abatement, Trauma Scene Abatement, Water Damage Restoration & Specialty Drying, Consulting & Education
6	Primary Contact Name	Primary Contact Name	Zoe Freeman
7	Primary Contact Title	Primary Contact Title	Business Development Manager
8	Primary Contact Email	Primary Contact Email	Zoe.Freeman@ATRestoration.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-400-9353
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-389-1810
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469-540-5367
12	Secondary Contact Name	Secondary Contact Name	James Wheeler
13	Secondary Contact Title	Secondary Contact Title	Southern Regional Manager
14	Secondary Contact Email	Secondary Contact Email	james.wheeler@atirestoration.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-400-9353
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-389-1810
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469-667-4299
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jatin Mandalia
19	Admin Fee Contact Email	Admin Fee Contact Email	Jatin.Mandalia@atirestoration.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-400-9353
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Zoe Freeman
22	Purchase Order Contact Email	Purchase Order Contact Email	zoe.freeman@atirestoration.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-400-9353
24	Company Website	Company Website (Format - www.company.com)	atirestoration.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	33-0352215
26	Primary Address	Primary Address	1004 N. Ave., Suite 150
27	Primary Address City	Primary Address City	Plano
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75074
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Emergency Response, Restoration, Contents Restoration, Electronics Restoration, Equipment/Machinery Restoration, Environmental Remediation, Fire Damage Remediation, Fireproofing, Smoke Damage Remediation, Reconstruction, Asbestos Abatement, Lead Abatement, Biohazard Abatement, Crime Scene Abatement, Trauma Scene Abatement, Water Damage Restoration & Specialty Drying, Consulting & Education
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Orange
34	Company Residence (State)	Vendor's principal place of business is in the state of?	California
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
40	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will	Yes

not be considered.

42	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	3
44	Years Experience	Company years experience in this category?	28
45	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
46	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
47	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
48	Texas HB 89- Texas Government code §2270 compliance	Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and	YES

Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO
CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a
"YES" response.

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer on previous question.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

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

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

55 Suspension or Debarment Certification

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

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

56 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

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

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

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

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

58 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

59 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

60	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

63	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
64	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p>	Yes

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

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

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

76 Payment Terms and Funding Out Clause

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

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

77 Insurance and Fingerprint Requirements Information

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

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

79 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

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

Line Items

Response Total: \$0.00

Certification Regarding Lobbying

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

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

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

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

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

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


American Technologies, Inc./1004 N. Ave. Suite 150, Plano, TX 75074

Name/Address of Organization

Steven E Pace/Chief Financial Officer

Name/Title of Submitting Official

Signature



3/13/2018

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

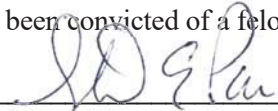
Official: American Technologies, Inc
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: 

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

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

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

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

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name American Technologies, Inc.

Print name of authorized representative Steven E Pace

Signature of authorized representative  _____

Date 3/13/2018

Texas Government Code 2270 Verification Form

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

The relevant section addressed by this form reads as follows:

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

I, Steven E Pace as an authorized representative of

American Technologies, Inc., a contractor/vendor

Insert Name of Company

engaged by

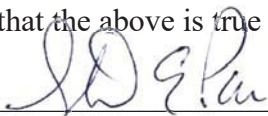
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

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

AND

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

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



Signature of Named Authorized Company Representative

3/13/2018

Date

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

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

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

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

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

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

Does vendor agree? YES SP Initial of Authorized Company Official

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

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

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

Does vendor agree? YES SP Initial of Authorized Company Official

Company Name American Technologies, Inc.

Print name of authorized representative Steven E Pace

Signature of authorized representative 

Date 3/13/2018

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

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

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

If you claim that parts of your proposal are confidential, complete the top section below.

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

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

If you do not claim any of your proposal to be confidential, complete the section below only.

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

Name of company expressly waiving confidential status of material

Steven E Pace/Chief Financial Officer

Printed Name and Title of authorized company officer expressly waiving confidential status of material

1004 N Ave., Suite 150, Plano, TX 75074 800-400-9353

Address City State ZIP Phone

Signature  Date 3/13/2018



January 24, 2018

Re: AMERICAN TECHNOLOGIES, INC.

To Whom It May Concern:

We have been asked by American Technologies, Inc. to provide a reference letter to you.

We acknowledge and confirm that Berkley Surety Group, through its affiliates Berkley Insurance Company, provides surety credit to American Technologies, Inc. Berkley Insurance Company has an A.M. Best rating of "A+" (Superior) and a financial size of XV.

We acknowledge and confirm that Berkley Surety Group has formed a relationship with American Technologies, Inc. to provide surety credit. We will consider typical single bond requests in the amount of \$5,000,000.00 and with an aggregate backlog totaling \$30,000,000.00. Individual bonds above the limits will be considered on the merits at the time of request.

We are confident with management's ability to perform and manage their work. We recommend American Technologies, Inc. for your consideration.

The issuance of surety credit is a matter between the principal and surety and conditioned upon the principal continuing to satisfy underwriting conditions at the time of a bond request. We assume no responsibility or liability to you or any other third party should we decline to issue bonds.

Respectfully,
Berkley Insurance Company

A handwritten signature in blue ink, appearing to read 'Maria Pena', is written over the printed name.

Maria Pena
Attorney-in-Fact



ATI

AMERICAN TECHNOLOGIES, INC.

**FULL-SERVICE
RESTORATION • ENVIRONMENTAL
RECONSTRUCTION
EXPERTS**

www.ATRestoration.com



Get the ATI Advantage

Partner with American Technologies, Inc., the full-service restoration, environmental and reconstruction experts, and get the ATI advantage.

Major corporations, insurance carriers, adjusting firms and government agencies rely on ATI. Business owners and homeowners place their trust in us. We are prepared. We are experienced. We are renowned for rigorous project management and knowledgeable professionals who are based at ATI, not contracted job by job.

With more than 27 years of experience, ATI is a national leader in restoration, environmental remediation and reconstruction. We offer labor pools of thousands, experienced project managers, a hands-on management team and the latest technology and equipment. Our company has been called to the scene of some of the largest catastrophes in U.S. history including terrorist attacks, wildfires, hurricanes, earthquakes and floods.

Yet at ATI we never lose sight of the human aspect of disasters large and small. We know the devastating effect building emergencies have on the people involved, and our staff is trained to respond. ATI isn't a faceless company. We are owned by the same professionals who built the business. ATI clients receive personal attention from our management team, plus all the benefits of a large company with nationwide locations, state-of-the-art equipment and extensive personnel.

Clients look to ATI to get back in operation fast. We respond immediately with emergency services and environmental remediation. We expertly restore buildings and recover contents. And we plan and manage all types of reconstruction projects. In short, ATI meets all of our clients' restoration, environmental and reconstruction needs.

Discover today how you can get the ATI advantage.



"We've been successful for the past 27 years because we exceed expectations. Our professionals are passionate about their work and it shows – whether the project involves a single room in a private residence or a large loss requiring emergency services, environmental remediation and reconstruction of commercial operations."

Gary Moore
President, ATI



Full-Service Restoration, Environmental and Reconstruction Experts

With the ATI advantage, you can depend on American Technologies, Inc.'s restoration, environmental and reconstruction experts 24 hours a day, 7 days a week.

We bring to each job more than 27 years of experience with commercial, industrial and residential properties. Our professionals take on projects of every size, from minor restoration to large losses involving emergency services, environmental remediation and reconstruction of key commercial operations.

ATI's national project managers and elite CAT team are prepared 365 days a year to respond to catastrophes throughout the United States. Clients with multiple properties ensure their properties receive priority for catastrophe response and emergencies large and small with ATI's Emergency Response Agreement (ERA). Through the ERA program we get to know your properties, including building systems, environmental issues, data and electronic equipment needs and essential business concerns. And we work with your insurance company to arrange preapproval for services at predetermined rates.

Insurance adjusters and brokers recommend the ATI advantage to their clients. In addition to providing restoration and environmental expertise, we continually monitor material and labor costs for all parts of the country to ensure our pricing is in line with industry standards. We provide accurate estimates and detailed work plans.

ATI also offers the most highly trained project managers, technicians and safety experts in the industry. And unlike some larger companies, we have most full-time experts on staff. So get the ATI advantage. Partner today with the full-service restoration, environmental and reconstruction experts.

- 24-Hour Emergency Services
- Catastrophe Response
- Large Loss Reconstruction
- High Net Worth Reconstruction
- Water Damage
- Specialty Drying
- Contents
- Technical Services
- Document Recovery
- Fire & Smoke Damage
- Commercial Reconstruction
- Residential Reconstruction
- Asbestos & Lead Abatement
- Healthcare
- Contamination Control
- Biohazard
- Chemical Hazard Recovery
- ERA Program
- Consulting
- Education

Reliable





Emergency Services

We're Prepared. Are You?

Can any business afford not to be prepared?

What happens if you open the office and find standing water? Or smoke and soot clinging to every surface? How about hazardous materials leaking from a truck that just crashed in front of the building? Or, in the case of another ATI client, several feet of sand as the result of a freak windstorm?

The first hours and days are critical after any disaster. The first order of business: contact ATI. We respond 24 hours a day, 7 days a week and immediately dispatch technical experts to provide emergency repairs—and check for damage not readily visible. Our quick response can halt further damage to contents, systems and building materials and save valuable recovery time.

We'll do whatever it takes—including setting up temporary power—to get businesses back in operation fast. We'll work after hours and on weekends if necessary.

Our professionals will first stabilize the building by securing the site, investigating structural issues, making interim repairs, removing materials beyond saving, installing temporary roofing, extracting water and mitigating damage to equipment and building contents. We also check for environmental problems that can result from disasters, including the potential for mold and the new presence of asbestos and lead. All before launching a full recovery plan.

We're experienced with building emergencies of every type. ATI is prepared. Are you?

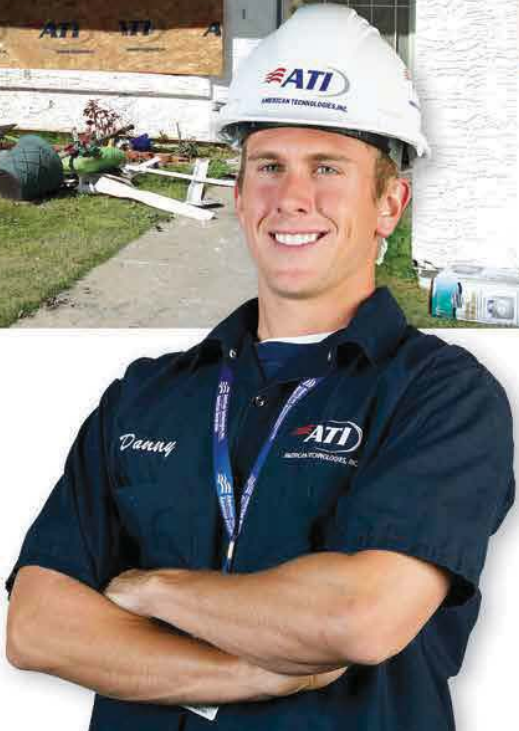


ATI emergency response teams are available 24 hours a day, 7 days a week, 365 days a year.



Full-Service Emergency Response

- 24-Hour Response
- Smoke & Soot Decontamination
- On-Location Dry Down
- Water Extraction
- Building Dehumidification
- Specialty Drying
- Temporary Repairs & Shoring
- Roof Tarps & Board-Up
- Emergency Power
- Electronics & Document Recovery
- Environmental Remediation
- Biohazard Clean-Up





Catastrophe Response

Fully equipped CAT trailers are strategically positioned throughout the U.S. and ready for immediate dispatch.



We've Been There

ATI has responded to some of the largest catastrophes in recent U.S. history. We've performed emergency services and reconstruction projects after devastating hurricanes in the South and Southwest, major wildfires on the West Coast, destructive ice storms in the Northwest and the deadly terrorist attacks rocking New York City and the nation.

We've provided CAT response following earthquakes, mudslides, floods and man-made emergencies. ATI's Catastrophe Team— under the watchful

eye of ATI's ownership— prepares year round to handle catastrophic losses. The company maintains 40-foot semi-trailers loaded with CAT supplies and equipment at strategic locations across the country. Before dangerous weather, ATI dispatches the elite CAT team and determines where to stage the equipment trailers to serve ATI customers requiring emergency services and restoration expertise. The team is in constant contact with insurance adjusters and clients who represent hotels and resorts, vacation homes, commercial structures, government properties and hundreds of other buildings. ATI's CAT team is often on-site within hours of being called to the scene of a catastrophic loss. .

Ready with Labor and Equipment

With ample equipment and labor pools of thousands, ATI can respond swiftly to disasters throughout the U.S. and anywhere in North and South America. We provide emergency services, assist in scope determination, detail the economics of repair vs. replacement, manage all tasks and document the complete recovery process.



Full-Service Catastrophe Response

- Disaster Clean-Up
- Emergency Services
- Reconstruction
- Water Extraction
- Building Dehumidification
- Moisture Mapping & Thermal Imaging
- Contents Cleaning & Relocation
- Odor Removal & Deodorization
- On-Location Cleaning
- Electronics Restoration
- Document Recovery
- Mold Remediation
- Demolition
- Temporary Repairs & Shoring
- Roof Tarps & Board-Up
- Consulting

■ Large Loss Reconstruction



ATI moves seamlessly from recovery to reconstruction—saving our clients time and money.



BEFORE

Performing Large Loss Reconstruction

An apartment complex is hit with fire, causing major structural damage to more than 100 units. A submarine manufacturing facility is almost destroyed by a wildfire and requires substantial reconstruction. A new hotel in the center of a major metropolitan area about to open is flooded with water and faces potential delays costing millions. Located in different parts of the country, all of these projects share ATI's large loss capabilities.

Major reconstruction jobs receive yet another level of ATI's professional project management. Company owners are intimately involved in these jobs. Regardless of the amount of time the project requires—months or years—ATI provides personal attention and comprehensive oversight for large losses. It's a benefit of working with a company run by the owners. We pride ourselves on the fact that ATI is not a franchise. It isn't run by a board of directors. Our clients get to know our management team on a one-on-one basis.

It is not uncommon for ATI clients to add significant reconstruction work to follow insurance projects because of ATI's experience in all fields.

The world's largest real estate broker contacted ATI after a hurricane swept through a large Houston apartment community. ATI investigated water intrusion in all 390 units then performed emergency services, mold remediation and restoration throughout the 76-building complex. With

extensive equipment resources and fully staffed recovery crew, ATI remained on site and completed the \$4.5 million project, saving the client time, money and headaches associated with working with multiple vendors.

Full-Service Large Loss Experts

- Full-Service General Contractor
- Construction Management
- Fire Damage Reconstruction
- Water Damage Reconstruction
- Multi-Trade In-House Construction Crews
- Tenant Improvements
- Construction Defect Repairs
- Historic Restorations
- Capital Improvements
- Consulting Services
- Scope Development & Estimating



BEFORE



AFTER





High Net Worth Reconstruction



Special Homes, Special Services

High-value homes and their custom features require the highest level of restoration and reconstruction. Select insurance companies offer special coverage for these homes, and they rely on ATI for complete recovery from property damage.

Adjusters and brokers, as well as celebrity and business owner representatives, recognize ATI's reputation for providing the specialized services these projects demand. We understand the importance of providing one-source service. We understand the need to do whatever it takes to complete the job quickly and thoroughly. And we understand the high expectations the homeowner has for the insurance company.

If homeowners must move during restoration, financial considerations require that a project be complete and the owner return to the property in the shortest possible amount of time. That's why ATI sets an aggressive schedule and commits to doing whatever a project demands. After a wildfire destroyed a beachfront property, we sifted through the sand and recovered numerous personal effects the homeowner thought were lost forever. We also recovered building materials to restore, thus saving replacement costs.

Single Source Service

Residents of high net worth properties do not want numerous companies gaining access to their homes. With our comprehensive emergency and reconstruction services, owners have one company and one dedicated project manager from start to finish. Our staff's professionalism, cleanliness and craftsmanship are reflected in the number of high-value properties that national and international insurance companies entrust to our care. ATI's special work in this area can also be seen in the number of home builders who trust us to complete warranty projects at their high-end properties.



We welcome the highest expectations because we deliver extraordinary results.

Full-Service Large Loss Experts

- Full-Service General Contractor
- Construction Management
- Fire Damage Reconstruction
- Water Damage Reconstruction
- Multi-Trade In-House
- Construction Crews
- Tenant Improvements
- Construction Defect Repairs
- Historic Restorations
- Capital Improvements
- Consulting Services
- Scope Development & Estimating



Water Damage

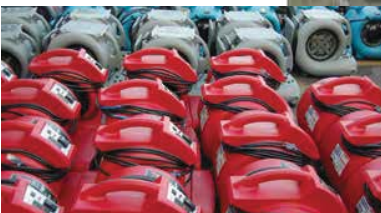
Immediate Response

When one of the country's largest airports experienced a water main break that flooded its international terminal, ATI launched around-the-clock emergency services followed by a comprehensive restoration to get the terminal back in full operation.



Water Damage Experts

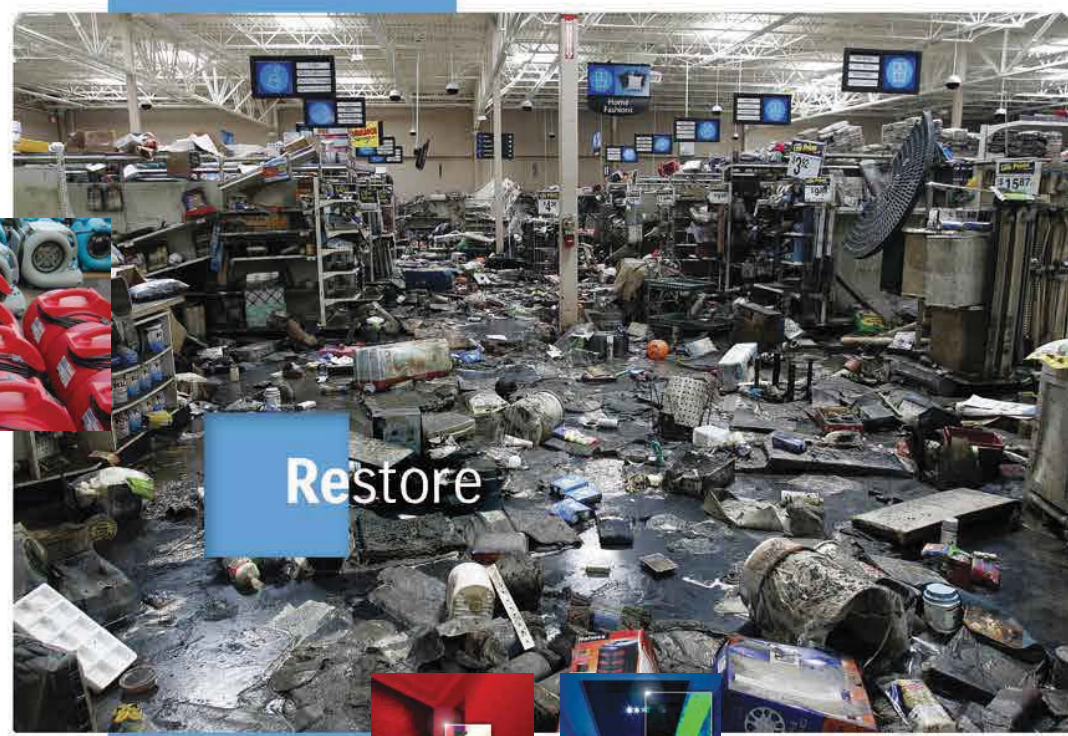
We are water damage experts. ATI's trained and certified professionals immediately inspect the scene of a loss and document the extent of water migration throughout the structure. We use thermal imaging to scan entire rooms, thereby enhancing moisture detection and saving clients' money by lowering labor costs and reducing the need to remove building material to check water infiltration. We also limit costs by identifying pre-existing conditions in buildings and contents.



ATI is experienced in analyzing and handling all categories of water damage, from clean water, to gray water containing contaminants, to black water containing pathogenic agents, pesticides, heavy metals or toxic substances.

Our staff members are trained and certified by the Institute of Inspection, Cleaning and Restoration Certification (IICRC) in advanced water extraction and applied structural drying techniques. We offer thousands of refrigerant and desiccant portable dehumidifiers, air movers, truck-mounted extraction units and other equipment to respond to losses of every size. And we maintain drying logs for each job with detailed moisture measurements, tracking temperature and humidity as well as moisture content of structural materials. ATI's moisture mapping is often cited by owners and insurance representatives as providing a comprehensive record of the loss and recovery.

By partnering with ATI, our clients routinely reduce drying time, speed restoration of contents, increase the likelihood of electronics and records recovery, save building materials through in-place drying and reduce reconstruction costs. No other company provides ATI's total response to water damage.



We use advanced water loss technology, including thermal image scanning, to investigate damage and determine the exact mix of equipment to dry a structure.



Full-Service Water Loss Technology

- Water Extraction
- Building Dehumidification
- Specialty Drying Systems
- Refrigerant & Desiccant Portable Dehumidifiers
- Truck-Mounted Desiccant Dehumidifiers
- Air Movers of all Sizes
- Truck-Mounted Extraction Units
- Moisture Mapping
- Infrared Cameras
- Consulting



Specialty Drying

Specialty Drying Is an Art

Think of a drying challenge and chances are ATI has solved it many times over. Our trained and certified personnel can accurately measure moisture movement through the building envelope, systems and materials and immediately put in place cost-effective drying systems. ATI gets to the bottom of water penetration problems and solves them by strategically opening walls, effectively drying under floors and successfully drying down HVAC and building systems.

Building owners, facility managers and insurance consultants turn to ATI to solve difficult drying challenges. At

an exclusive hotel, ATI recently dried down multiple elevator shafts without taking the elevators out of service. The large loss involved placing and monitoring a complex arrangement of desiccant dehumidification units—and tracking moisture levels to prove the drying system was working—in a project others called impossible.

Large losses are routine for ATI. Clients call us to handle specialty drying projects at nursing homes, schools and other occupied facilities because of our years of experience and sensitivity to residents' needs.

Construction Drying

Builders and contractors use ATI's experience and extensive inventory of desiccant dehumidifiers to dry their buildings under construction. We have dried thousands of construction projects to prevent wood warping, mold growth and a host of other moisture-related problems. By removing precise amounts of moisture at commercial and residential structures being built, ATI allows sealers to be installed, building coatings to continue and scheduled work to get back on track.

ATI's specialty drying systems help a full range of clients avoid down time, prevent liability and reduce overall costs.

Building owners, facility managers and insurance consultants turn to ATI to solve difficult drying challenges.



Remedy

Full-Service Specialty Drying

- Building Dehumidification
- Specialty Drying Systems
- Construction Site Drying
- Moisture Control
- Truck-Mounted Desiccant Dehumidifiers
- Refrigerant Dehumidification
- Inter-Air & Specialty Floor Drying
- Vacuum Freeze Drying
- Consulting



Contents

Reclaim



Our advanced inventory system provides a complete chain of custody, ensuring the confidentiality and safekeeping of contents.



Minimizing Loss

Whether we are hand cleaning a bedroom dresser in a home to remove smoke damage or restoring hundreds of pieces of electronics removed from a water-damaged office building, ATI gives special attention to each and every content involved in a loss. Our professionals are trained to handle possessions with care, from the initial on-site assessment to safe return. We are experts in inventorying, packing and transporting contents to prevent further damage. At our secure, climate-controlled recovery centers, ATI's trained specialists clean, repair and restore all types of residential and commercial contents, from fine furniture to

home electronics to business records to industrial equipment. Our facilities can handle on-site storage of furniture from a single room or contents from an entire shopping mall.

We assess, inventory and track each item using a sophisticated barcode system that allows us to provide detailed condition reports for each job. Insurance companies rely on ATI's advanced inventory procedures to settle claims quickly and efficiently. Business owners and homeowners rely on the complete chain of custody to verify confidentiality and safekeeping of items during the recovery process.

Maximizing Satisfaction

The human side of property loss is never lost on ATI. We know the devastating effect building emergencies have on the people involved. We see it in business owners and employees, parents and children. Handling their contents with the utmost care is only one of the ways ATI helps individuals recover from disasters—large and small.

Full-Service Contents Recovery

- Thorough Pack-Out, Pack-In
- Advanced Inventory System
- Secure, Climate-Controlled Storage
- Detailed Cleaning
- Ultrasonic Technology
- Contents Deodorization
- Furniture Repair, Refinishing & Restoration
- Fabric Restoration
- Electronics Restoration
- Document Recovery
- Artwork Conservation
- Business Personal Property
- FFE - Furniture Fixtures and Equipment





Technical Services

Results Oriented Recovery Rate

Your daily operations rely heavily on computers and electronic equipment. Damage to these critical assets can result in business interruption and loss of revenue. Everyday, ATI helps businesses and individuals restore electronics damaged by water, fire and smoke. We can restore most telecommunications equipment, computer equipment, medical equipment and electronic manufacturing equipment. We are experts in restoring mechanical equipment and cleanroom facilities.

ATI maintains an impressive 95% success rate in electronics restoration. Our team of professionals thoroughly evaluates the equipment to ensure that restoration options are cost-effective. Next ATI certified technicians follow emergency response procedures that have been proven to mitigate and even arrest the process of corrosion. ATI cleaning and decontamination procedures are based on manufacturing cleaning techniques and comply with equipment specification standards.

Proven Recovery Techniques

Immediate response to equipment exposed to water, smoke or fire is crucial for optimizing recovery and minimizing downtime. Our 24-hour response capabilities mean that ATI technicians have incredible success in halting corrosion and saving internal electronics. Our professionals are expert in decontaminating and reassembling without harming internal circuitry. We handle and clean electronics to meet manufacturer requirements for warranty validation or recertification. We also complete system functionality and operational testing and pack and send items for further systems checks when authorized. We also work with equipment vendors to recertify equipment as part of our comprehensive recovery process.

ATI's Emergency Response Agreement (ERA) identifies priorities for full productivity after a building emergency. Learn how our ERA and technical equipment restoration strategies can help your business. Contact ATI today.



Full Service Capabilities

- Clean Room & Data Centers Environments
- Telecommunication Systems
- IT Network Systems & Computers
- Servers, Work Stations and Peripheral Devices
- Printers, Plotters, Scanners & Multi-Function Business Machines
- Patient Interactive & Medical Apparatuses
- Bio-Medical & Pharmaceutical Lab Equipment
- Mechanical Systems
- Electrical Power Distribution Gear
- Commercial Kitchen & Food Processing Machinery
- Machine Shop, Fabrication & Manufacturing Machinery
- Ovens & Spay Booths
- Assembly, Production Lines & Robotics
- AV and Theater Systems
- Consumer Grade Electronics

90% of companies that lose data in a disaster go out of business within two years.

University of Texas Center for Research on Information Systems



BEFORE

AFTER





Document Recovery



Rescue

Full-Service Document Recovery

- Corporate Archives
- Financial Records
- Historical Materials
- Legal Files
- Library Books
- Medical Records, X-Rays
- Paper Goods
- Photographs, Film



Major corporations and institutions trust ATI to recover critical documents after water, smoke and other damage.



Experts in Document Recovery

The statistics are sobering. A full 90% percent of companies that lose data in a disaster go out of business within two years. But it doesn't have to happen to you or your clients.

Major institutions trust ATI to recover documents after water, smoke and other damage. Our professionals are trained and certified to work on legal, banking and medical documents, X-Rays, books, photos, archival materials and more. Our state-of-the-art recovery centers meet all guidelines for commercial records management. And our advanced inventory system provides a clear chain of custody throughout the recovery process, ensuring security of confidential information.

ATI has years of success recovering data. We handle document projects of all sizes using advanced diagnostic, retrieval, duplication and restoration techniques. We use freeze-drying, air drying and desiccant dehumidifying according to industry standards. We also offer specialized services, such as hand dry cleaning and freeze-drying. Our secure, climate-controlled recovery centers have customized drying rooms and electronic deodorization ozone rooms. Multiple freeze-drying chambers allow us to extract water vapors from books and manuscripts, maps, photos, business and personal records and even historical and collectable items.

When ATI returns recovered documents, all are organized the same as prior to the loss. It's standard service with ATI, the full-service restoration experts.



Fire and Smoke Damage



Full-Service Fire and Smoke Damage Recovery

- On-Location Cleaning
- Odor Removal & Deodorization
- Structural Repairs
- Debris Removal, Demolition
- Board-Ups & Temporary Repairs
- Complete Contents Recovery
- Thorough Pack-Out, Pack-In
- Wet Cleaning & Dry Soot Removal
- HVAC Decontamination

The Recovery Experts

From arson to wild fires to kitchen fires, with one call ATI handles it all. Every day, our experts help people reclaim their businesses and homes after devastating fire and smoke damage.

Insurance companies trust us with their customers from first contact to final repairs. They know ATI teams are trained in how to work before and during fire investigations. They know ATI technicians are certified in the latest fire and smoke damage recovery specialties. And they know ATI project managers are experienced in handling fire losses involving major structural damage. In short, insurance companies value ATI's turn-key solutions for fire and smoke damage.

When Time Is of the Essence

We offer the highest level of emergency service, building systems recovery, contents restoration and building reconstruction following fire damage. Commercial clients rely on us to respond immediately and work around the clock, if necessary, to get them back in business. We've helped retail stores, restaurants, museums, schools, sports facilities and others with emergency repairs, debris removal and cleaning and deodorizing building materials and systems.

We've also helped scores of homeowners recover from fire and smoke damage. Whether detail cleaning kitchen cabinets or deodorizing and cleaning ceilings, walls, flooring, HVAC systems and furnishings throughout a residence, ATI remembers that a house is always a home. We work to get owners back in their homes as quickly as possible and to provide all customers with total satisfaction.



Commercial Reconstruction

We put companies back in business and get people back to work.



Full-Service Commercial Reconstruction

- Government Properties
- Hospitals & Medical Facilities
- Hotels & Casinos
- Industrial & Manufacturing Facilities
- Multi-Family Housing
- Office Buildings
- Religious Buildings
- Restaurants & Retail Stores
- Sports Facilities
- Universities & Schools



Rebuild

Back in Business Fast

A devastating fire at a manufacturing plant could have meant the end of the business. Most of the 9,000 square foot roof had been destroyed, along with offices and a large portion of the production area. Yet ATI had the company back in operation within weeks and fully back in business within months. In fact, ATI's work resulted in a 40 percent reduction in the business interruption claim. It's a story of exemplary emergency services and reconstruction that's an everyday occurrence at ATI. We get people back to work and companies back in business. It's what



BEFORE

we do. ATI teams respond to building emergencies 24 hours a day, 7 days a week and work around the clock as needed. We dedicate a project manager and superintendent to work closely with building owners and facility managers during the entire process, handling emergency repairs, estimating the loss, determining scope of work, negotiating claims, selecting materials and scheduling reconstruction work.

Reconstruction Experts

ATI is licensed, bonded and fully insured to handle structural damage, from replacing flooring materials to reconstructing heavily damaged buildings. Our supervisors are trained to manage crews that include full-time framers, drywall experts, painters, carpenters and most every other trade. We bring in independent engineers to address structural issues and to help develop reconstruction plans that meet or exceed local building codes.

We have more than 27 years of experience with commercial properties. So when your commercial building requires emergency services, structural defect repairs or capital improvements, call the commercial reconstruction experts: ATI.



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Residential Reconstruction



ATI takes special pride in returning private residences to pre-loss condition and ensuring owners are completely satisfied.

A Home Is a Treasure

It's frightening to face an emergency at home. A place of refuge suddenly is anything but. For more than 25 years we've helped people face property damage at their homes and recover pleased with the results. From rebuilding a family's customized house destroyed by a wild fire to cleaning a senior citizen's kitchen after a pipe leak, ATI takes special pride in returning private residences to pre-loss condition and ensuring owners are completely satisfied with our work.

Clear and Concise Estimates

ATI precisely estimates each loss and thoroughly discusses every scope of work. This means that homeowners can be clear about what costs will be reimbursed by their insurance company—and what won't. And because ATI does all of its own work, owners know they are turning over their most treasured possession to a single company they can trust. It's an important distinction: residential customers value that ATI won't bring unqualified subcontractors into their homes. It's part of the reason why we employ talented craftsmen and our own tradespeople skilled in drywall, painting, framing, cabinetry, carpentry, flooring and more.

We often hear from customers that our team members show the utmost care and respect to everyone in the household during what is otherwise a difficult time. ATI works hard at every step to achieve owner satisfaction and restore each private residence to the refuge it is meant to be.



BEFORE



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Full-Service Residential Reconstruction

- Apartments
- Condominiums
- Historic Homes
- Luxury Homes
- Mobile Homes
- Single Family Dwellings
- Townhouses
- Tract Homes
- Vacation Properties
- Home Builder Warranty Program



Asbestos & Lead Abatement

A National Reputation

Team with America's leading authority in asbestos and lead abatement. We've completed more lead removal projects than any other disaster recovery company in the United States. And ENR magazine recognizes ATI as one of the Top 10 asbestos abatement contractors in the country.

Safety First

ATI began as an environmental services company, and our safety record is second to none. Clients hire us for abatement at industrial, commercial and residential properties because we offer years of expertise, exacting protocols, engineering controls and a large pool of certified professionals. We have full-time safety personnel and technicians rigorously trained in asbestos and lead abatement regulations and procedures.

Building emergencies, renovations and demolition can cause the release of dangerous asbestos fibers and lead fragments and dust, requiring comprehensive abatement planning. ATI has the ability to arrange for an independent industrial hygienist firm to test before and after abatement, as required. We notify national, state and local environmental oversight agencies of our work and maintain good standing with certification bodies. Our demanding safety controls also include the use of containments with negative air, critical barriers and decontamination chambers, NIOSH/MSHA-approved respirators and personal protective equipment. All ATI employees must pass current medical surveillance and the highest level of training related to asbestos and lead abatement equipment and safety. And ATI's long-term work for major insurance companies ensures that our costs are in line with industry standards.



ENR Magazine ranks ATI as one of the Top 10 Asbestos Abatement Companies in the U.S.



Full-Service Asbestos & Lead Abatement

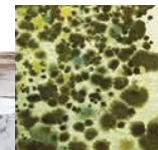
- Contaminated Materials Removal
- Structural Cleaning & Repairs
- Decontamination
- Contents Cleaning & Storage
- Abated Surface Resealing
- Waste Manifest Compiling & Tracking
- Complete Documentation
- Independent Sampling & Testing

Mold Remediation

A Comprehensive Approach

ATI developed an expertise in safe, cost-effective remediation well before mold garnered media attention. After more than 27 years in the industry, we are recognized nationally for remediating mold damage caused by water losses, natural disasters and construction defects. Our environmental experts handle remediation projects of all sizes in commercial buildings, industrial sites and private homes. We also handle large-scale projects, such as the one we recently performed at a major hospital where mold was found throughout the entire 300-bed hospital facility.

ATI's trained staff thoroughly investigates contamination by reviewing water intrusion incidents and completing inspections using advanced moisture readings. We have the ability to retain independent certified industrial hygienist firms to test and analyze surface and air sampling results as needed. And we follow stringent safety protocols and strict federal, state and local regulations to the letter. ATI's experts maintain up-to-date training and certification according to standards set by the Indoor Air Quality Association, the Institute of Inspection, Cleaning and Restoration Certification and the Restoration Industry Association.



Remediate

Full-Service Mold Remediation

- Inspection
- Scope of Work Development
- Designed Engineering Controls
- Mold Remediation
- Decontamination
- Contents & Structure Cleaning
- HVAC & Ductwork Cleaning
- Air Scrubbing & Negative Air
- Dry Ice Blasting
- Water Extraction, Dehumidification & Building Dry Down





Healthcare

Contamination Control

ATI Puts Patient Care First

ATI has many years of experience working in health care institutions, hospitals, skilled care facilities, research laboratories and long term care residential care facilities.

Experience the ATI Advantage with our professional approach to managing your emergency response or routine services that meet your expectations and requirements while maintaining a safe environment for your patients and staff.

Containments

Install temporary barriers (Fire Rated or Non-Rated Walls) to maintain Operations, Dust Control, and Infection Control. Including features such as:

- Anti-rooms for donning and doffing PPE
- Isolated hallway outside the patient room(s)
- Install engineering controls equipped with portable NegAir Filtration Unit(s).
- Hazardous and Non-Hazardous Waste collection and packaging to DOT requirements.
- Monitoring and maintenance in accordance with ICRA standards

Staff

ATI technicians who operate in the Health Science Services are suitably trained and instructed using the appropriate site and national industry standards requirements. This may include CDC guidelines, site specific SOPs, State & Federal requirements, as well as training including HAZWOPER, and/or Bio-hazard and HIPPA.

Bio-Decontamination

ATI uses state of the art solutions such as VHP® (vaporized hydrogen peroxide) and UV (ultraviolet light) technology to bio-decontaminate microorganisms including bacteria, viruses and fungi.

Verification can be provided using industry accepted prerequisites such as 6-log Geobacillus stearothermophilus sporicidal biological indicators or ATP (Adenosine triphosphate) to verify the effectiveness of the service.

As such ATI technicians are qualified to operate in small and large GMP regulated, or non-regulated areas, including food manufacturing/ processing, laboratories, biomedical facilities, and biosafety/ biosecurity areas.



BEFORE



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Biohazard

Full-Service Biohazard

- Medical Waste Removal
- Infectious Disease Decontamination
- Bioterrorism Decontamination
- Cruise Ship Cleaning
- Police Property Decontamination
- Animal Carcass & Bird Dropping Removal
- Crime Scene Decontamination
- Workplace Accident Clean-Up
- Health Science Services



Experienced Biohazard Experts

When an employee was diagnosed with highly contagious spinal meningitis, company leaders knew just what to do—bring in ATI to decontaminate all potential affected areas, minimize downtime and provide a record of work to reassure its workforce.

Whether responding to an infectious disease decontamination, medical waste clean-up, crime scene clean-up or similar project, ATI is sensitive to the human side of biohazard work. Our professionals are aware of the difficult nature of these situations for people involved. We complete our work quickly, efficiently and safely according to industry protocols.

Our project managers and technicians are trained in bio-recovery standards, trauma scene waste management, blood-borne pathogens and hazardous materials. ATI maintains a comprehensive record of biohazard certifications, licenses, safety documentation and references.

ATI is a certified firm with the American Bio-Recovery Association (ABRA).



ATI is a certified firm with the American Bio-Recovery Association (ABRA)



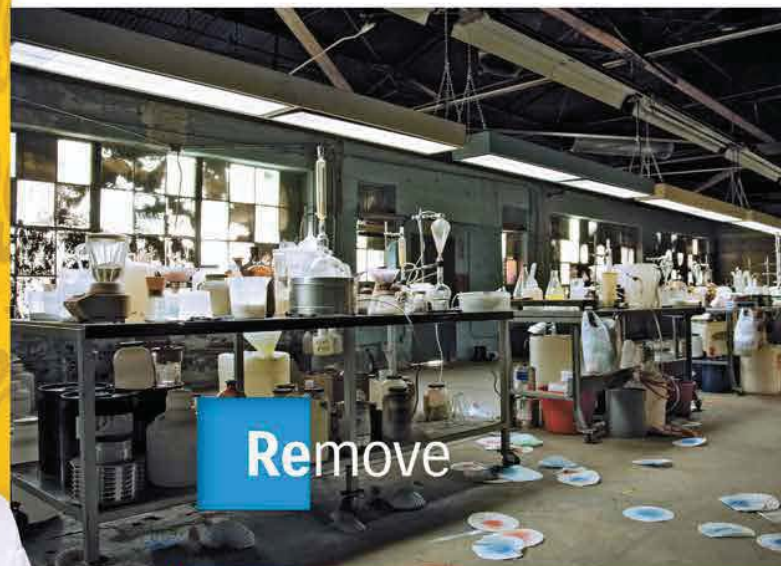
Chemical Hazard Recovery

Experienced Chemical Hazard Experts

Handling hazardous chemical materials is difficult and requires a substantial investment in personnel training and equipment.

Among other services ATI provides complete polychlorinated biphenyl (PCB) decontamination. Our professionals are trained and certified in disposal strictly following protocols for incineration, recycling and special treatment.

Police departments call us in to remove and clean scenes used for drug/meth labs. ATI is also the contractor of choice for insurance companies, health systems, government agencies, property managers and business owners. Our exemplary experience and response time mean clients call us time and again.



Full-Service Chemical Hazard Recovery

- PCB Disposal
- Drug/Meth Lab Clean-Up
- Workplace Accident Clean-Up

ATI is experienced in overcoming the complexities of mixed hazards.



Emergency Response Agreement (ERA)

Get the ATI Advantage

Prepare now, save time and money later—and move to the front of the line when disaster strikes. By becoming a partner with ATI through an Emergency Response Agreement (ERA), you can put in place 24-hour emergency response at all of your properties, ensuring that catastrophes and other emergencies are handled immediately by qualified experts at predetermined rates. Our specialists will design an agreement that fits seamlessly into your existing contingency planning. We will get to know your properties, including building systems, environmental issues, data and electronic equipment needs and essential business concerns. And we will work with your insurance adjuster or broker and arrange approval for specific services.

ATI has equipment and trained personnel at key locations to provide emergency services and disaster recovery anywhere in the United States. When disaster strikes, ERA clients are first in line for ATI's emergency repairs, water extraction, environmental remediation, contents pack-out and restoration, on-location cleaning and reconstruction services.

An international property management company learned a lesson after a water main dumped inches of water throughout its industrial spaces and business offices. The company signed an ERA the next day to ensure qualified emergency response at all of its properties.

Clients with ATI agreements include major hospitals, Fortune 500 companies, real estate firms, property managers, city governments, school districts, universities, diocesan facility managers, general contractors and non-profit institutions. Read more about ATI's Emergency Response Agreement and view a list of clients using the planning tool at www.ATIrestoration.com.



An ERA agreement fits seamlessly into existing contingency planning and ensures 24-hour service at predetermined rates.

ERA BENEFITS

- Immediate preferential emergency services 24 hours a day / 7 days a week
- No surprises. All emergency services and contractual agreements are specified before a disaster happens
- Speeds the disaster recovery process
- Minimizes loss of business/markets and financial losses
- Designed to enhance existing disaster contingency planning
- Pre-approval by insurance brokers and carriers
- Relieves confusion in the chaotic aftermath of a disaster allowing the ATI client to concentrate on what they know best- their business and their customers



■ Consulting

A Trusted Resource

Any large loss brings with it a sense of urgency to get restoration work underway and the major challenge of ensuring you select the best approach to successfully, economically, and efficiently get back to business.

ATI Consulting Services can help you fairly and reasonably examine claims and scope of work, negotiate with contractors, and resolve disputes. With experience consulting on more than 1,000 disaster restoration claims and counting, ATI is a proven and highly trusted industry resource for insurance companies, corporations, government agencies, and a variety of facilities and institutions.

Personalized Service

All ATI Consulting projects are led by senior staff with a high level of experience in managing claims, directing projects, and working on-site directly with insured parties. Our team includes some of the industry's most knowledgeable professionals in restoration investigations and assessments, construction trades, asbestos management, construction management, environmental management, engineering, architecture, and microbiology.

Committed to the highest level of service, ATI consultants proactively communicate with key stakeholders throughout the process – providing comprehensive updates and relevant back-up documentation. As a full-service restoration and construction contractor, we understand the critical nature of deadlines, cost minimization, and getting back to business fast.



Full-Service Consultants

- Claims Consulting
- Clerk of the Works
- Construction Defects Review
- Emergency Services Cost
- Auditing
- Environmental Remediation Consulting
- Estimating
- Expert Witness Testimony
- Reconstruction Cost Estimating
- Specialty Drying Consulting



■ Education



Continuing Education and Other Industry Training

As a value-added service, ATI's Education & Training division works with insurance and building management professionals to create custom training courses that help you hone specialized skills, gain advanced knowledge in areas of claims management and restoration, and stay current on industry best practices and technical software.

ATI instructors regularly lead training seminar at the industry's biggest conferences, including Property and Research Bureau (PLRB), University Risk Management and Insurance Association (URMIA), Indoor Air Quality Association (IAQA), Xactware and multiple regional large loss meetings. We also provide customized courses for small to large groups of insurance, building and property management professionals.

Full-Service Industry Training

- Certified Xactimate Training
- Continuing Education Accredited Courses & Training



1-800-400-9353 | www.ATIrestoration.com



AMERICAN TECHNOLOGIES, INC.

**FULL-SERVICE
RESTORATION • ENVIRONMENTAL
RECONSTRUCTION
EXPERTS**

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AMERICAN TECHNOLOGIES, INC.

Statement of Qualifications

For Disaster Recovery & Restoration Services



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Company History & Profile

Founded in 1989, American Technologies, Inc. has grown from a three-person staff housed in a small store-front in Southern California to a national enterprise of more than a thousand employees serving customers out of twenty regional offices located throughout the United States. Annually, we complete in excess of fifteen thousand projects. We have completed over a quarter million contracts since our founding.

Our mission, values and vision have evolved based upon our core beliefs: possessing integrity in our business dealings, mutual respect, accountability, passion, innovation and persistence. Our principals are readily apparent in every interaction our employees have with our customers.

As a full service restoration, environmental and reconstruction leader, we have served customers from a wide array of industries including, but not limited to commercial properties, government campuses, industrial facilities, hospitality and resort industries, health science services, residential (multi-family, apartment, single family home) and retail outlets, to name just a few.

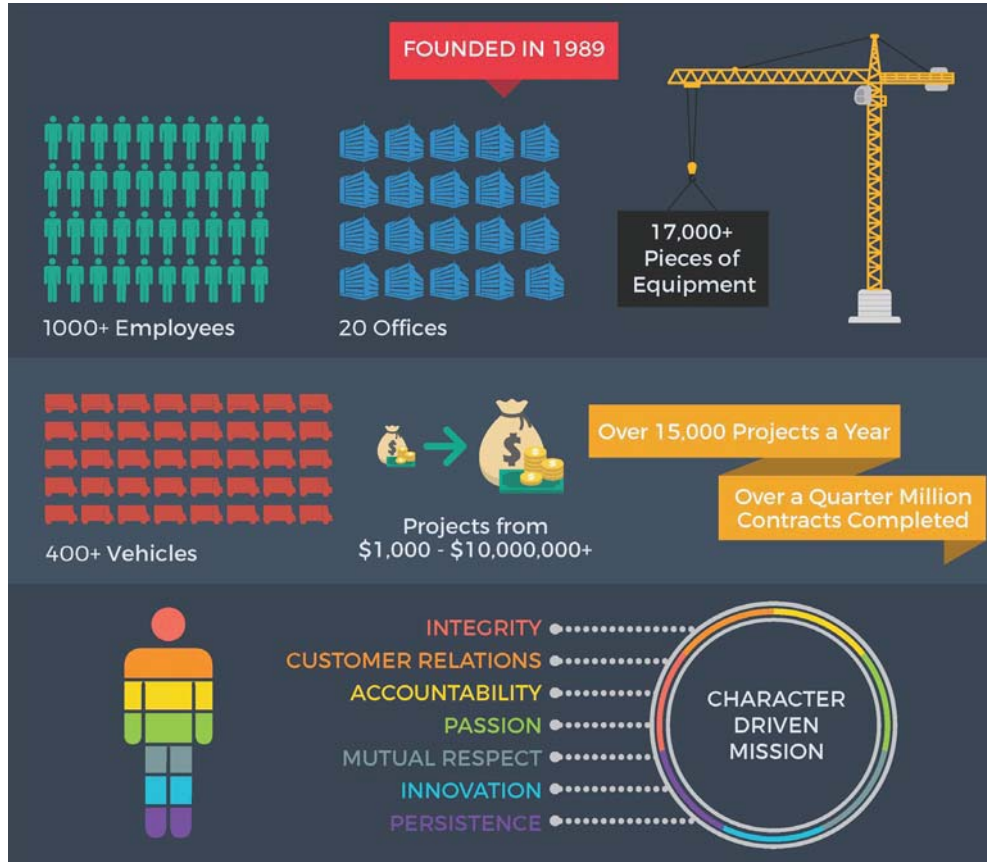


Our longstanding relationships with major insurance companies ensures that our costs are in line with industry standards.

We are not constrained by fluctuations in many overhead expenses, as we own an overarching catalogue of equipment. When additional equipment is needed, we have an extensive database of service providers and suppliers with whom we have established contracts and purchasing agreements. To date, we own over eighteen thousand pieces of equipment with additional equipment purchases planned. Equipment is stored throughout our service web as well as in our catastrophe trailers. As a result of the latter, we are able to immediately augment the volume of available resources available to a particular office. Our fleet is comprised of four hundred and fifty-nine vehicles.

Our peers continually recognize us as one of the most outstanding specialty construction firms in the US. We have also been the recipient of numerous industry accolades. ATi was named a 2016 “Top Company to Work for in Arizona” by AZCentral.com. We have been recognized by Remodeling Magazine as the third largest insurance restoration contractor in the nation on their “Top 550 Contractor List”. We have also been named to their “Top 50” list for the fourth year in a row. Qualified Remodeler listed our firm as number six on their “Top 500 Remodelers 2016” list and the number one insurance restoration contractor on their “2016 Remodeling 550” list. We have been acknowledged as a “Top Specialty Contractor” in ENR Magazine each





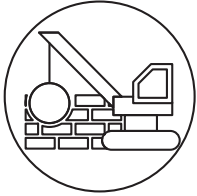
year since its inception in 2007. Crawford named us “Contractor of the Year” in 2007, 2010 and 2012.

Ranking Arizona has listed us as the number one restoration contractor in Arizona every year since 2012. Our founder has been nominated and was a finalist for Ernst & Young’s prestigious “Entrepreneur of the Year Award” in 2007. Last, but not least, we have been chosen for Inc.’s “5000 Fastest Growing Privately Held Companies” listing each year since 2007.

We are the contractor of record for hundreds of enterprises, government offices and property owners due to our vast experience handling large, complex projects where numerous, diverse specialty services are required. We are called upon by clients time and again for our technical expertise, rigorous project management, leading edge equipment, capacity to deploy quickly, quality of workmanship, and our knowledgeable, skilled professionals. We always meet our clients’ challenges while exceeding their expectations.

We assist in scope determination, detail the economics of repair versus replacement, manage all tasks and document the complete recovery process. Our company’s premier management team has the resources to meet your project’s critical time-frames and cost considerations.

We are prepared. We are experienced. Because of our many decades in the field, we are well versed in the many nuances and iterations that must be reckoned with in emergency, environmental remediation, reconstruction and/or catastrophe services. We can make any necessary, immediate adjustments in the field that might be required. It is for all the above reasons that ATI is positioned above many similarly situated companies.

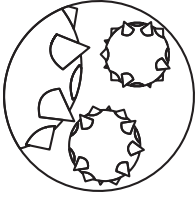


Demolition

Whether it requires the removal of environmental containments, the creation of critical barriers for dust and other hazards or just standard demo, we are poised and experienced in demolition projects of all sizes and complexities.

Our demolition protocol begins with the construction of critical barriers. From there, the goal is to remove all building materials. This would include doors, carpet and some walls (interior and exterior). For hazardous demolition, work areas are placed under full containment with negative air pressure and our workers don full personal protection equipment. It is with this level of protection that we typically remove items like light tubes and ballasts, light fixtures, ceiling panels, fireproofing, thermal insulation, and pipes. Once gross removal has been accomplished, full demolition commences according to the project plan and waste is removed both during and after demolition.

Before doing any demolition work, we inspect PPE, and select, wear and use the PPE appropriate for the demolition task. All of our demolition workers are trained in fall protection, electrical safety and hearing conservation, as well as other safety courses.



Mold Remediation

We have developed an expertise in safe, cost-effective microbial remediation for mold damage caused by water losses, natural disasters and construction effects.

Our general method of approach for microbial-related incidents is informed by and follows ANSI standards IICRC S500 and S520. Our skilled staff thoroughly investigates contamination by reviewing water intrusion and completing inspections using advanced moisture reading techniques, such as thermal imaging. We have the ability to retain independently certified industrial hygienist firms to test and analyze surface and air sampling as needed. We follow stringent safety protocols and strict federal, state and local regulations to the letter. Our experts maintain up-to-date training and certification according to standards set by the American Council for Accredited Certification (formerly known as the Indoor Air Quality Association), the Institute of Inspection, Cleaning and Restoration Certification and the Restoration Industry Association. We are an Institute of Inspection, Cleaning and Restoration Certification (IICRC) certified firm, certification number 137354.

We use state-of-the-art dehumidifying and drying equipment/techniques on every job, from plumbing leaks to major floods. We are highly experienced in making remediate versus replace decisions concerning contents and structure elements subjected to mold encroachment.

Prior to the clearance investigation, our environmental specialists must complete an extensive checklist. Our clearance investigation typically includes a thorough visual inspection as well as surface and air sampling, which is typically conducted by an independent qualified environmental consultant.

All of our personnel involved in microbial projects must be formally trained on the hazards of mold in accordance with the Hazard Communication Standard (T8, CCR, Section 5194). Personnel are required to wear respiratory protection during remediation projects. They are also trained in the use of respirators in accordance with the

Respiratory Protection Standard (T8, CCR, Section 5144). Additionally, personnel involved in mold remediation are trained in other project-specific hazards such as fall protection, electrical safety and hearing conservation.





Asbestos & Lead Abatement

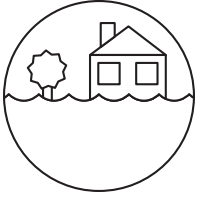
As a full-service asbestos and lead abatement contractor, we offer contaminated cleaning/ repairs, decontamination, contents cleaning/ storage, abated surface resealing, waste manifest compiling and tracking.

We can arrange for independent industrial hygienist firms to test before and after abatements, as required. We notify national, state and local environmental oversight agencies of our work and maintain good standing with certification bodies. Our demanding safety controls also include the use of containments with negative air, critical barriers, decontamination chambers, NIOSH/MSHA-approved respirators and personnel protective equipment. All of our employees must pass current medical surveillance and the highest level of training related to asbestos and lead abatement equipment and safety.

Asbestos and lead removal projects are supervised by competent persons trained by EPA and/or California Department of Health Services (DOSH) accredited training providers. Asbestos workers have received training by an EPA and California DOSH accredited training provider. Proof of worker initial and most recent refresher training are kept on job sites at all times during abatement. All asbestos workers and competent persons have proof of current physicals and proof of current respirator fit testing. Copies of American Technologies, Inc.'s current California Contractor's License and DOSH Registration Certificate are present on site during abatement.

Daily logs of both worker and engineering activities are produced and made available upon request. Photographic documentation of work sites before and after abatement/demolition are provided.





Water Restoration

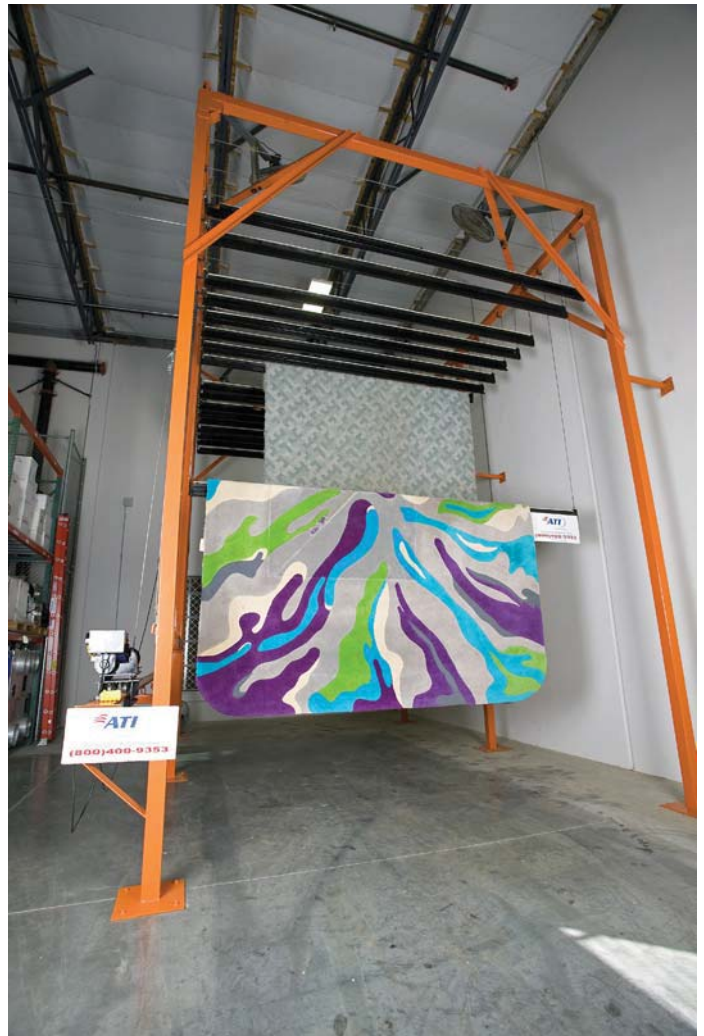
We are water damage experts. We are experienced in analyzing and restoring all categories of water damage, from category #1

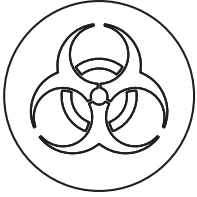
clean water, to category #2 gray water containing contaminants, to category #3 black water containing pathogenic agents, pesticides, heavy metals and/or toxic substances. Our clients routinely reduce drying time, speed restoration of contents, increase the likelihood of electronics and records recovery, save building materials through in-place drying and reduce reconstruction costs. No other company provides our total response to water damage.

We immediately inspect the scene of losses to document and sometimes arrest water migration throughout structures. Our process includes the use of thermal imaging cameras to scan entire rooms, enhancing moisture detection and lowering labor costs while reducing the need to remove building material to document water infiltration. We also limit costs by identifying pre-existing conditions in buildings and contents. We maintain drying logs for each job with detailed moisture measurements, temperature and humidity tracking as well as the moisture content of structural materials. ATI's moisture mapping is often cited by property owners and insurance representatives as providing a comprehensive record of the loss and recovery.

Our staff is trained and certified by the IICRC in advanced water extraction and applied structural drying techniques. We own thousands of refrigerant and desiccant portable dehumidifiers, air movers, truck-mounted extraction units and other equipment to respond to losses of every size.

Our expertly trained drying technicians regularly check and record psychrometric data to fine-tune the drying process as necessary to meet the changing conditions. Work performed in this vein includes conducting regular moisture and relative humidity readings and manipulating or removing drying equipment as necessary.





Biohazard Abatement

Whether responding to an infectious disease decontamination, bioterrorism decontamination, medical waste cleanup, crime scene cleanup, workplace accident cleanup,

animal carcass/bird dropping removal or similar project, ATI is sensitive to the human side of biohazard work.

Our professionals are aware of the difficult nature of these situations. We complete our work quickly, efficiently and safely according to industry protocols. Our project managers and technicians are trained in bio-recovery standards, trauma scene waste management, blood-borne pathogens and hazardous materials. ATI maintains a comprehensive record of biohazard certifications, licenses, safety documentation and references. ATI is a certified firm with the American Bio-Recovery Association (ABRA).



Contents & Document Restoration

ATI's trained specialists clean, repair and restore all types of contents, including furniture, business records and industrial equipment.

ATI provides a wide range of services for remediating materials that have succumb to damage from fire, smoke, water, mold and other contaminants, such as:

- Books/Papers, Photographs
- Maps, Prints, Drawings, Posters
- Microforms (Film And Fiche)
- Tapes (Audio And Video)
- Motion Picture Films
- Electronic Storage Devices/Hardware
- Furniture
- Ceramics/Sculpture
- Works Of Art On Canvas And Paper
- Toys
- Quilts, Clothing



ATI maintains multiple, 24-hour monitored, climate-controlled recovery centers throughout the country. These compounds are capable of maintaining full confidentiality for all materials under their controls. The structures has been specifically engineered to accommodate and best provide for workspace to remediate contents from losses, including papers, books, artwork, furniture and antiques. The facilities provide for air treatment, sanitation, deodorization and the ability to freeze dry large volumes of papers. We have the facilities and expertise to dry varying amounts of materials of varying degrees of humidity and to remove mold and decontaminate materials when necessary. Safe methods for these cases include the use of nonmetal bound archival brushes, dehumidifiers, variable speed HEPA vacuums, air scrubbers, and containment for remediation and transition. The facilities also feature customized drying rooms and electronic deodorization ozone rooms.



Emergency Services

ATI has been called to the scene of some of the largest catastrophes in recorded history, performing notable disaster recovery services on thousands of projects.

ATI's Catastrophe Team, under the watchful eye of ATI's ownership, prepares year round to handle catastrophic losses. We maintain forty-foot semi-trailers loaded with CAT supplies and equipment at strategic locations across the country. Before dangerous weather, ATI dispatches the elite CAT team and determines where to stage the equipment trailers to serve ATI customers requiring emergency services and restoration expertise. The team is in constant contact with insurance adjusters and clients who represent our customers' properties. CAT teams can be onsite within hours of catastrophic losses.

With more than one thousand employees, nationwide, we can mobilize necessary personnel from various offices. We are a major account for two national suppliers and thus have priority status for purchasing of building materials due to our high volume of work.

Losses create many challenges in the recovery phase because structures and contents can suffer all or some of fire, smoke, soot and water damage, as well as, microbial contamination and corrosion. ATI understands the complexities of remediation and brings the skill level and tools to handle the diverse and complex types of losses that result from a long list of common incidents. This includes our ability to be flexible in all phases of the recovery, understanding that utilizing materials, equipment and techniques can vary substantially based on the conditions on the ground. So too can the order of response be impacted by the particular combination of imperatives. For instance, a particular loss may have materials that are at immediate risk for microbial contamination, whereas other materials may be at risk for corrosion, but not in the immediate term. In this example, the microbial concerns would of course take precedence.

Assessment also requires that our restoration professionals are well versed in the recognition of environmental and health issues that may arise from fire residue, heat, moisture and odor, which can often impact our work plans. They determine the extent of damage with trained observations (site walks) by ATI structural experts and/or soot/smoke coverage/permeation experts or moisture permeation experts.

The ATI approach can encompass some or all of these services:

- Emergency services
- Stabilization
- Board-Ups & Temporary Repairs
- Structural Repairs
- Debris Removal
- Wet Cleaning & Dry Soot Removal
- HVAC Decontamination
- On-Location Cleaning
- Thorough Pack-Out, Pack-In
- Complete Contents Recovery
- Building restoration
- Electronics and Document Restoration
- Deodorization
- Demolition
- Reconstruction
- Specialty Drying
- Construction of Temporary Facilities

Also, depending on the nature of the loss, the general method of approach might include the construction of temporary walls and/or buttresses for the purposes of stabilization, all levels of demolition and in some cases build back.



Quality Assurance

ATI follows the multi-level quality approach program format. Quality is maintained from the initial request for services to the finished project. We continuously evaluate our quality assurance model to ensure that it provides optimum results, making any and all modifications as warranted by scrutiny. ATI's Quality Assurance Program focuses on five pillars:

1. Meeting Customer Needs Through Effective Communication

All of our focus as an enterprise follows from the understanding that quality service is defined by the customer. We know that focusing on customers' needs best accomplishes assured quality. We make sure expectations are being met by recording project information thoroughly and communicating effectively with all stakeholders. We see to this by executing the following activities on each project:

Field crews complete a daily service acknowledgment for the client's review that outlines the specific work that was completed on the project site each day.

We maintain an internal project database that includes project journals that detail the progression of the work rendered on each phase of the project.

Senior management ensures that effective oversight of subcontractors and/or vendors is maintained by the assigned project director or manager. This includes weekly meetings to discuss in detail the progression of all projects.

- Random site inspections.
- Quality assurance phone calls to the client during the progression of the project.
- Site meetings and/or teleconference calls with the client.
- We obtain a customer satisfaction form from the client at project's end to confirm the client's satisfaction with the quality workmanlike services that were rendered during the project.



2. Employee Certification & Training

As a part of ATI's extensive training curriculum, all branch managers, project directors, project managers, supervisors and technicians are required to attend training courses that pertain to their job descriptions and skill sets. Our professionals regularly seek out the best available training from leading learning institutes approved by/compliant with TSCA, ACAC, EPA, RIA, AHERA, DOSH, NESHAP, OSHA, ICRA and the IICRC. Our professionals also attend and complete health & safety, fall protection, construction, environmental, contents, biohazard and numerous other industry-specific courses.

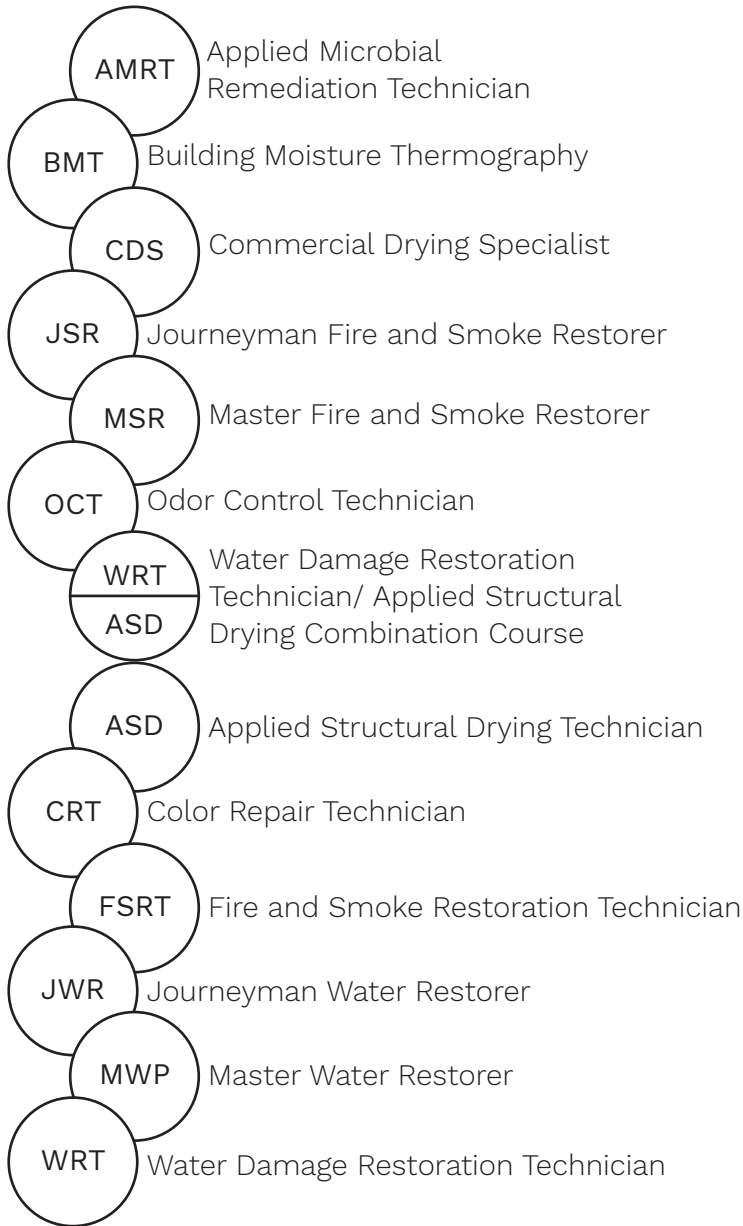
We strongly encourage our employees to seek out internal certification resources through our Health and Safety Department. We are proud to retain an education and training manager whose sole purpose is to better educate ATI's staff and clients.

Certifications

Quality Assurance
(Continued)

IICRC Designations

Institute of Inspection,
Cleaning and Restoration Certification.



ACAC

American Council
for Accredited Certification

- CMRS
Certified Microbial
Remediation Supervisor

ICRA

International Cleaning
and Restoration Association

- Master Restorer in Water Damage
- Structural Drying
- Color Repair
- Fire Damage Restoration
- Odor Control
- Water Damage Restoration
- Master Restorer in Fire Damage
- Microbial Remediation

Technical Certification Levels I & II

HAZWOPER

Hazardous Waste Operations
and Emergency Response

RIA (Restoration Industry Association):

- (CMP) Certified Mold Professional #32
- (CR) Certified Restorer #600
- (WLS) - Water Loss Specialist - #130

Our staff is comprised primarily of seasoned pros with decades of on the job learning. We can make any necessary, immediate adjustments in the field that might be required. We have, over these decades, gained an integral understanding of common challenges and how to sidestep potential pitfalls. We know how to identify additional areas for consideration and subsequent work process development.



3. Performance Tracking

All data gathered from documentation obtained through project progression and completion is shared with management on a daily, weekly, quarterly and annual basis (as applicable). For example, the customer service survey scores discussed above are provided to management at the time of receipt as well as in a cumulative manner via a quarterly and year-end report. Additionally, each manager has the ability to view real-time survey scores (individual or cumulative) as well as project documentation and progression status on his/her Salesforce dashboard to ensure any required KPIs are being met.

Examples of ATI's key performance indicators are:

- Meeting or exceeding the established goal of a 90% customer satisfaction score on each survey.
- Attaining 100% on training relative to company expectations, mission, vision, values, master agreements, etc.
- Achieving 100% compliance concerning ATI's "Wheel of Service", which clearly states requirements and expectations as it relates to project progression and specification of responsibilities.

All of the above have been widely broadcast and discussed internally with all applicable parties. Additional KPIs are available upon request.

4. Effective Management of Tasks

After the job walk and estimate, a project is processed into a straightforward series of tasks that have predecessor, successor, and dependent components. Tasks are provided in a schedule format that is reviewed and commented on by the customer. Once approved, the tasks become the project's components.

An experienced project director is assigned to oversee the loss and a crew of technical experts is dispatched to provide services at the remediation site. The project director is informed by a well-defined task schedule born of effective requirements gathering and comprehensive consideration of all project elements. The project is continually monitored by a member of senior management, from inception to completion, in an effort to ensure that the undertaking proceeds in a manner consistent with established precise benchmarks.

5. Customer Debriefs

At the conclusion of each project, a client is forwarded an electronic survey via "Get Feedback". This customer service survey is comprehensive in nature and addresses such topics as communication, scheduling, quality of workmanship, staff's accessibility, helpfulness, organization and professionalism. In addition, each client is afforded the opportunity to advise as to areas where ATI may have fallen short of his/her/their expectations as well as when he/she/they were most satisfied with his/her/their experience. The responding party assesses a numerical score for each question from a scale that ranges from 1 (very dissatisfied) to 5 (extremely satisfied). Based upon the surveying party's responses to the questionnaire, a cumulative numerical value is demonstrated as a percentage of satisfaction, with 100% being completely satisfied. The survey results are retained in the applicable job record in ATI's database and are shared with the designated project director, project manager, supervisors and each of those individual's direct superiors.



Resource Volumes

Unlike many of our competitors, ATI owns the equipment that is needed to render our services. We can mobilize personnel and commence work immediately upon notification. However, should an additional piece of equipment be required, the organization has purchasing agreements in place wherein the cost for purchasing is specified and previously negotiated. Additionally, ATI has minimized cost fluctuations due to its having negotiated national supply

agreements with vendors in which fixed costs are specified.

Examples of the equipment we possess and the corresponding count for each is as follows:

Current Inventory of Equipment

Equipment	QTY	Equipment	QTY
Air Compressor Various sizes	211	Micromanometer	1
Air Hammers small	3	Negative Air machines various sizes	2310
Air Movers various sizes	5714	Ozone Machine-Large	95
Air wolf floor drying system	8	Particle Counter	2
Airless Sprayer various sizes	105	POI Cart	6
Battery Charger	2	Portable Air conditioner various sizes	32
Carpet Cleaners	136	Portable Shower-Large	42
Chipping Hammer various sizes	5	Power Brush	5
Circular Saw	1	Power Distribution Box	3
Cold Jet Blaster	4	Pressure washer various sizes	49
Cut-Off Saw	3	Propane Heater- Small	3
Dehumidifiers	3233	Protimeter	7
Demo Cart	4	Rotary Hammer	1
Desiccant Dehumidifier	75	Sand Blaster-Regular	1
DRI EAZ cavity drying system	2	Spider Box	293
Duct Cleaner	1	Spot Coolers	20
Electric Generator	88	Steam Cleaner	2
Electric Heater-Medium	4	Sub Pump-Regular	142
Electric Jack Hammer	2	Texture Sprayer	1
Electronic 50amp Heater	4	Thermal Camera	82
Electronic Thermal Exchanger various sizes	17	Thermal Fogger	33
Film Cutter 16"	1	Tower Fan	6
Flood Pumper	22	Ulpa Vac High Tech/ Clean Room	1
Floor Buffers various sizes	49	Upright Vacuum-Regular	16
Floor Fan-Large various sizes	15	UVDI Light	4
Flow Hood	1	Vapor Tech-Small	40
Halogen Light- Probuilt Wobble Lamp	2	Vehicles	459
Hepa Vacuums various sizes	733	Water Filtration System- Small	4
HVC Collector various sizes	12	Water Heater	2
Hydroxyl Odor Processor various sizes	14	Water Pump	39
Ice Blaster-Ice Blaster	4	Water/Carpet Extractor	317
Infrared Camera various sizes	2	Wheelbarrow Cement Mixer	1
Injectidry wood floor drying system	34	Air Compressor Various sizes	211
Inspection Scope	1	Air Hammers small	3
Jack Hammer-Large	2		
Kettsaw	1		
Kontrol Kube Mobile Containment	22		
Manometer	44		

Current Inventory of Supplies

Adhesive Spray Air Neutralizer	Filter Wire 12 X 12	Penetrating Lubricant
Bags 2mil 30 X 40 Clr	Filter Wire 16 X 16	Plate Diamond - Edger 7"
Bags 3mil 30 X 40 Clr Bags 3mil Black	Filter Wire 24 X 16	Plate Diamond - Grinder 25"
Garbage	Filter Wire 24 X 18	Poly 10mil 20 X 100 Clr
Bags 6mil 30 X 40 "Non-Haz"	Filter Wire 24 X 24	Poly 10mil 20 X 100 F/R
Bags 6mil 30 X 40 Clear Bar Wardrobe Box	Filters North 1/2 Combo	Poly 2mil 10 X 100 Clr
Blades 2" Tile Bar	Flex Duct 10"	Poly 2mil 20 X 200
Blades 3.5" Tile Bar	Flex Duct 12"	Poly 2mil 8' 4" X 200
Blades 4" Razor Scraper	Furniture Block	Poly 4mil 10 X 100
Blades 8" Floor Scraper	Furniture Polish	Poly 4mil 10 X 100 F/R
Blades Kett Saw Drywall	Gatorade	Poly 4mil 12 X 100
Blades Kett Saw Plaster	Gel Block Lrg	Poly 4mil 20 X 100 Clr
Blades Sawzall Bi Metal	Gel Block Sm	Poly 4mil 20 X 100 F/R
Blades Sawzall Wood	Gentle Scrub	Poly 4mil 4 X 100
Blades Utility Knife	Glass Cleaner	Poly 4mil 8 X 100
Bleach Clorox Ultra Germicidal Booties	Glasses Antifog Safety	Poly 6mil 12 X 100
Shoe Cover	Gloves Black Nitrile	Poly 6mil 20 X 100 Black
Box Document/Banker Box W/Lid Box	Gloves Cut Resistant	Poly 6mil 20 X 100 Clr
Lamp	Gloves Knit White W/Dots	Poly 6mil 20 X 100 F/R Reinforced
Box Lrg White 4.5 Box Mirror	Gloves Leather	Poly 6mil 20 X 100 Fr
Box Sm White 1.5 Box Wardrobe 24"	Gloves Palm Coated	Poly 6mil 20 X 100 Reinforced
Broom Push 24" W/Handle Brush Counter	Gloves Ylw Latex	Poly Tubing 4mil 19.5 X 500 12" Dia
Brush Long Handle Wire	Goggles Safety	Poly Tubing 4mil 22 X 500 12" Dia
Brush Nylon Toothbrush Brush Paint 2"	Hearing Protection	Q Tip 3" (Sm)
Brush Paint 3"	Hepa Filter 12 X 12 X 12	Q Tips 6" (Lrg)
Brush Paint 4"	Hepa Filter 12gl	Quick Sorb
Brush Steel Toothbrush Brush Utility	Hepa Filter 16 X 16 X 12	Rags Bar Mop
Bubble Anti-Static Lrg 24 X 250	Hepa Filter 16 X 16 X 6	Rags Surgical Blue
Bubble Anti-Static Sm 24 X 750	Hepa Filter 18 X 18 X 12	Rainsuit
Bubble Wrap Lrg 24 X 250 1/2"	Hepa Filter 24 X 16 X 12	Respirator Wipes
Bubble Wrap Lrg 48 X 250	Hepa Filter 24 X 24 X 12	Rosin Paper
Bubble Wrap Sm 24 X 750 3/16" Bucket 5	Hepa Filter 5gl	Sand Paper Disk
Gal	Hepa Pltd 15 X 15 X 6	Sani 10
Carpet Mask/Shield Contact & Circuit Brd	Hepa Vac Bag 12gl	Scouring Pads Doodle Bug
Clnr	Hepa Vac Bag 2.5 Gal	Scouring Sponges Ylw/Grn
Corrugated Cardboard 48"	Hepa Vac Bag 5gl	Shampoo
Cushion Pk 48"	Knee Pads Foam	Shrink Wrap
Defoamer	Knee Pads Hd	Simple Green
Degreaser Workhorse	Label Fragile	Smoke/Chem Sponges
Detergent Dish	Layflat 6mil 12 X 500'	Soot Sealer
Detergent Laundry	Layflat 6mil 18 X 500'	Spray Bottle
Dispenser 2" Tape	Layflat 6mil 30" X 500'	Stainless Steel Cleaner
Drum 55gl Metal	Light Bulb Halogen	Staples 1/2"
Emulsifier Carpet	Lps 1	Steel Wool Fine # 0000
Fiberlock laq 2000	Lps 2	Tacky Mat 18 X 36
Fiberlock laq 2500	Lps 3	Tacky Mat 24 X 30
Filter Charcoal/Carbon Media	Mask N95 W/Value	Tape 2" White Poly
Filter Nilfisk Std Micro	Mask Nuisance Dust	Tape 2" White Poly Se
Filter North 1/2 Resp	Mask, N100 W/Valve	Tape 2" Yellow Poly
Filter Pleated 12 X 12 X 1	Mastic Remover	Tape Danger Do Not Enter
Filter Pleated 12 X 12 X 2	Mastic Remover Soy Bean 909	Tape Duct 2"
Filter Pleated 16 X 16 X 2	Milgo	Tape Packing Clr 2"
Filter Pleated 16 X 20 X 2	Mold Resistant - Clr	Tape Painters 2"
Filter Pleated 16 X 24 X 2	Mold Resistant - Wht	Tape Painters 3"
Filter Pleated 24 X 18	Mop Disposable Head # 24	Tape Yellow Caution
Filter Pleated 24 X 24	Mop Microfiber Disposable 24oz	Thermo 55
Filter Pleated Charcoal 24 X 24	Mountain Air	Tie Webbing
Filter Pre 12 X 12 X 1/2	Murphy Oil Soap	Traffic Lane
Filter Pre 16 X 16 X 1/2	Old English Scratch	Utility Knives
Filter Pre 24 X 16	Oven/Grill Cleaner	Vaportech Membrane
Filter Pre 24 X 18 X 1/2	Packing Newsprint	Zippers Containment
Filter Pre 24 X 24 X 1/2	Pads High Pro 18"	



Locations

- Boothwyn, Pennsylvania (Philadelphia)
- Englewood, Colorado (Denver)
- Flagstaff, Arizona
- Hayward, California (San Francisco)
- Henderson, Nevada (Las Vegas)
- Houston, Texas
- Kent, Washington (Seattle)
- Naperville, Illinois (Chicago)
- Orange, California (Headquarters)
- Phoenix, Arizona
- Pittsburgh, Pennsylvania
- Plano, Texas (Dallas)
- Riverside, California
- San Diego, California
- San Jose, California
- Simi Valley, California (Los Angeles)
- Tampa, Florida
- Tucson, Arizona
- West Sacramento, California
- Wilmington, Massachusetts (Boston)

