

TIPS VENDOR AGREEMENT (JOC)

Between American Technologies, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 200201 Trades, Labor and Materials (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 addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

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

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

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

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.

- 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 the TIPS program.
- 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.

Term and Renewal of Agreements

The Agreement with TIPS is for two (2) years with an option for renewal for additional two (2) consecutive one-year terms years. 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". The Second one-year renewal term is only if both Parties agree.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

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 or contract 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.

Pricing

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 and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees

are recoverable by the prevailing party in any dispute resulting in litigation.

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 or 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 five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 to the TIPS Member. TIPS does not require a review of a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS 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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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 subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. 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, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member 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 three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 or may terminate the Agreement according to the terms of this Agreement. 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation 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 Contract.

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) may 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. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, 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.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

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.

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. The specific procedures will be negotiated with the successful vendor.

- **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 three business days 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, bypassing the TIPS Agreement when the Member has requested the 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.

TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name American Technologies, Inc.

Address 3360 E. La Palma Ave.

City Anaheim State CA Zip 92806

Phone (800) 400-9353 Fax (714) 283-9995

Email of Authorized Representative GSales@ATIrestoration.com

Name of Authorized Representative Melissa Delatorre

Title Administrative Services Director

Signature of Authorized Representative Melissa Delatorre

Date 3/4/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 4/23/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200201 Addendum 3 American Technologies Inc Supplier Response

Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

Deadline: 4/3/2020 03:00 PM (CT)

Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This

RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

Contact: Jensen Mabe, Construction Program Manager
Address: Region VIII Education Service Center
4845
Pittsburg, TX 75686
Phone: +1 (903) 438-6237
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

American Technologies Inc Information

Contact: Zoe Freeman
Address: 3360 E. La Palma Ave
Anaheim, CA 92806
Phone: (714) 283-9990
Fax: (714) 283-9995
Toll Free: (800) 400-9353
Email: TIPS@ATRestoration.com

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

Mark Owens

Signature

Submitted at 3/16/2020 10:18:18 AM

gsales@atirestoration.com

Email

Requested Attachments

Vendor Agreement

Attachment 01 - 200201 Vendor Agreement JOC.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

Attachment 02 - 200201 Vendor Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet

Attachment 03 - 200201 Pricing Form.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

RS Means Pricing Form JOC

Attachment 04 - 200201 RS MEANS JOC Pricing Form.pdf

The vendor must download the "RS Means JOC PRICING_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID.

DO NOT UPLOAD encrypted or password protected files.

Xactimate Pricing JOC Form

Attachment 05 - Xactimate_pricing_form_200201_JOC.pdf

Should you choose to provide optional Xactimate pricing on you should upload that form here

References

Attachment 06 - Reference Form JOC.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Attachment 07 - Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

HUB Certification OPTIONAL

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can. Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Attachment 11 - ATI Supplemental Information SOQ.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Attachment 13 - ATI Logo.png

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

Attachment 15 - Certificate of Corporate Offeror.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

Attachment 17 - Confidentiality Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Attachment 18 - Bonding Capacity Letter.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Bid Attributes

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. <input type="text" value="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. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
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.) <input type="text" value="American Technologies, Inc. (ATI) is a national leader in restoration, environmental remediation and reconstruction services, supporting customers across a wide range of industries, including government and education. We are proud to be the nation's largest family-owned restoration contractor, with over 1,200 employees working across 20+ locations nationwide.

Our services include: 24-hour emergency response; asbestos and lead abatement; mold remediation; biohazard decontamination; water damage restoration; fire and smoke damage restoration; contents cleaning and restoration; electronics/machinery restoration; HVAC cleaning and decontamination; catastrophe response; reconstruction; demolition; and professional services."/> <input type="text"/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Zoe Freeman"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Business Development Manager"/>

8	Primary Contact Email Primary Contact Email <input type="text" value="TIPS@ATlrestoration.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9723891800"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9723891810"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4695405367"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Robin Doerr"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Director, Government Facilities Support Services"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="TIPS@ATlrestoration.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7142839990"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7142839996"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6022181273"/>

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jatin Mandalia"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="Jatin.Mandalia@ATRestoration.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8004009353"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Robin Doerr"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="TIPS@ATRestoration.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7142839990"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="https://ATRestoration.com/"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="33-0352215"/>
26	Primary Address Primary Address <input type="text" value="1004 N Avenue, Suite 150"/>
27	Primary Address City Primary Address City <input type="text" value="Plano"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="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.) <input type="text" value="trades, trade, labor, materials, material, joc, job order contract, install, installation, construction, public works"/>

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	<p>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.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <input type="text" value="Yes"/>

32	Yes - No
	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? <input type="text" value="No"/>

33	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Anaheim"/>

34	Company Residence (State)
	Vendor's principal place of business is in the state of? <input type="text" value="California"/>

35 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.

36 Yes - No

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

37 Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book?

Example:

A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

38 After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Example:

The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

39 Non-Pre-Priced Markup

If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?

Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.

40 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

41 Years Experience

Company years experience in this category?

4 2	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? <input type="text" value="Yes"/>
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4 3	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.
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4 4	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO 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. 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 There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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4 5	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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4 6	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. <input type="text" value="Yes"/>
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Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, 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.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 government-wide 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 answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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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.

5 **2 CFR PART 200 Contract Provisions Explanation**

2 Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and 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 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.

5 **2 CFR PART 200 Contracts**

3 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?

5 **2 CFR PART 200 Termination**

4 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?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

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

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

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 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.

60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

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Davis-Bacon Act compliance.

Texas Statute requires compliance with 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 S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

6 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

4 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.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

6 **Indemnification**

5 The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

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?

Yes

6 Remedies

6

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 MAY 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.

Do you agree to these terms?

6 Remedies Explanation of No Answer

7

6 Choice of Law

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The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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?

6 **Jurisdiction and Service of Process**

9 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

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?

7 **Alternative Dispute Resolution Explanation of No Answer**

0

7 **Infringement(s)**

1 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?

7 **Infringement(s) Explanation of No Answer**

2

7 **Acts or Omissions**

3 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?

7 **Acts or Omissions Explanation of No Answer**

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Contract Governance

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.

Yes

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6

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.

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?

Yes

7 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

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

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

9 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.

8 **Texas Government Code 2270 Verification Form**

0 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 be 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. 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.

YES

8 1 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8 2 Felony Conviction Notice

Texas Education Code, 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8 3 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

84 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85 Choice of Law clauses for TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

86 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

87 Attribute deleted as part of an Addendum

88 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

89 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

90 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

91 Solicitation Deviation/Compliance

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

92 Solicitation Exceptions/Deviations Explanation

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. 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. 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.

93 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

94 Agreement Exceptions/Deviations Explanation

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.

TIPS RFP # 200201

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESCS) 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 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential material: 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESCS 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESCS and TIPS is confidential and exempt from public disclosure.

American Technologies, Inc.

Name of company

Richard DeVos, Controller

Printed Name and Title of authorized company officer declaring below the confidential status of material

3360 E. La Palma Ave.	Anaheim	CA	92806	(800) 400-9353
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR _____

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature  Date 04/17/20



March 3, 2020

The Interlocal Purchasing System (TIPS), and
Region 8 Education Service Center
4845 US Hwy. 271 North, Pittsburg, TX

RE: American Technologies, Inc.
Surety Reference Letter

This letter is to confirm that American Technologies, Inc. ("ATI") is a highly regarded valued client of AON Risk Insurance Services West, Inc. and we are privileged to provide their surety bonds. ATI's financial strength and management capabilities have qualified them to bond any project they have chosen to undertake. ATI has received approval on bonds for individual projects in excess of \$10,000,000 with a total bonding capacity of \$50,000,000. However, this aggregate amount should not be considered a limit to their program.

ATI has surety bond credit established with Berkley Insurance Company, which is part of Berkley Surety Group. Berkley Insurance Company has an A.M. Best rating of A+ (Superior) and a financial size of XV.

Please accept this letter as confirmation that we will consider 100% Performance and Payment bonds if ATI is awarded a contract, contingent upon receipt of satisfactory underwriting information, review of project specifics, including acceptable contract terms, conditions, bond forms and confirmation of project financing.

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.

If you need further information concerning this fine contractor, please do not hesitate to contact me directly at 213-630-2964

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Emily L. Newell', is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

Emily L. Newell
Western Regional Surety Director

Aon Risk Solutions

707 Wilshire Blvd. • Suite 2800 • Los Angeles, California 90017
Tel: (213) 630-3200 • Fax (213) 630-2098
License No. 0363334



AMERICAN TECHNOLOGIES, INC.

TIME & MATERIALS

Updated 08-2018

American Technologies, Inc. (ATI) would like to thank you for selecting us to be your contractor. ATI is the largest family-owned Restoration Contractor in the United States. We are experts in full-service restoration, environmental remediation and construction. With 20+ locations and thousands of employees at your service, ATI is ready to assist you on all jobs: large or small, 24 hours per day, 7 days per week, and 365 days per year.

The customer (insured) is ultimately responsible for all payments for services rendered, invoices or portions of the work that are not covered by the insurance company, cost of work, deductibles, betterments, depreciation, and any other amounts not paid by insurance. Under the contract, the customer is directed that all payments pertaining to American Technologies, Inc. work shall be paid directly to American Technologies, Inc. by the customer's insurance carrier, and American Technologies, Inc. shall be listed as an additional payee on any claim payments for the work.

If ATI has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that ATI's discounted rates are offered contingent upon the relevant invoice being paid in full within Net 60 Days of the date of the invoice. All payments paid at or after 61 days must be paid in full based on the daily equipment rates and will not be discounted on any basis.

ATI will maintain and provide all records relating to this job, including: labor, materials, equipment, vendors, sub-contractors, and receipts. The client, the insurance company, and all other parties have 30 days from receipt of invoice to report in writing any discrepancies, issues, or errors to ATI for correction. After this 30 day period, ATI will not remove, alter or delete any items from the invoice.

By signing below, the Customer acknowledges receipt of this complete 2018 Time & Materials Rate Sheet and agrees to pay ATI in accordance with the rates and conditions therein. The customer further agrees that these rates are not subject to future negotiation or discount.

Customer Signature: _____ Date: _____

Printed Name: _____

Title: _____

Schedule A

Labor



All Divisions • Page 3 of 4

CODE	DESCRIPTION
CATASTROPHE	<p>FOR ALL CATASTROPHE JOBS, ATI WILL CHARGE A FEE TOTALING 5% OF THE TOTAL INVOICE. THIS FEE WILL ASSIST IN COVERING CORPORATE OVERSIGHT, MANAGEMENT, INCLUDING: LARGE LOSS/CAT MANAGEMENT, ADMINISTRATIVE SUPPORT, WAREHOUSING, ACCOUNTS PAYABLE AND RECEIVABLE, LEGAL FEES, THE LOGISTICS OF REROUTING VITAL COMPANY RESOURCES, AND INCREASED LABOR RATES FOR TRAVELING STAFF.</p> <p>A CATASTROPHE IS DEFINED AS FOLLOWS:</p> <ul style="list-style-type: none"> - ANY LOCAL, REGIONAL, OR NATIONAL STATE OF EMERGENCY - ANY DISASTER RESULTING IN A RESPONSE FROM FEMA - ANY JOB FOR WHICH ATI DEPLOYS THEIR CATASTROPHE TEAM - ANY NON-CONSTRUCTION LEAD EXCEEDING ONE MILLION DOLLARS IN VALUE
CONSTRUCTION T&M JOBS	<p>FOR ALL CONSTRUCTION TIME AND MATERIAL PROJECTS, A 20% OVERHEAD FACTOR, PLUS A 10% PROFIT FACTOR WILL BE APPLIED TO THE ENTIRE ESTIMATE, INCLUDING: LABOR, MATERIALS, EQUIPMENT, SUBCONTRACTORS/VENDORS, EXPENSES, AND PER DIEM.</p>
COSTS PLUS 20% PLUS 10%	<p>SUBCONTRACTORS, VENDORS, TRAVEL, LODGING, FREIGHT, TRANSPORTATION, TAXES, PERMITS AND ALL OTHER COSTS WILL BE INVOICED AT COST PLUS 20% OVERHEAD, PLUS 10% PROFIT.</p>
EMERGENCY FEE	<p>ALL JOBS PERFORMED AFTER NORMAL BUSINESS HOURS WILL BE CHARGED AN EMERGENCY SERVICE FEE OF \$250.00. NORMAL BUSINESS HOURS ARE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM.</p>
HOLIDAYS	<p>ATI STAFF WORKING HOLIDAYS WILL BE PAID DOUBLE TIME. ATI RECOGNIZES THE FOLLOWING NATIONAL HOLIDAYS: NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, AND CHRISTMAS DAY. FEDERAL, STATE AND LOCAL GOVERNMENT WORK MAY REQUIRE ADDITIONAL PAID HOLIDAYS WHICH WILL ALSO BE PAID AND CHARGED DOUBLETIME.</p>
INSURED'S EMPLOYEES	<p>ATI WILL CHARGE \$3.50 PER PERSON PER HOUR OF SUPERVISION OF INSURED'S EMPLOYEES.</p>
LABOR CLASSIFICATION	<p>ALL OUTSIDE LABOR FOR THE SCOPE OF THE PROJECT WILL BE BILLED ACCORDING TO THE LABOR CLASSIFICATION AND HOURLY RATES PUBLISHED IN THIS DOCUMENT PLUS ALL APPLICABLE FEES SUCH AS PER DIEM, SMALL TOOLS, VEHICLES, LODGING, ETC. FOR OUTSIDE LABOR PROVIDED OUTSIDE OF THE RATES PUBLISHED IN THIS DOCUMENT, INVOICES FOR LABOR WILL BE SUBJECT TO A 20% OVERHEAD, PLUS A 10% PROFIT MARK-UP.</p>

Schedule A

Labor



All Divisions • Page 4 of 4

CODE	DESCRIPTION
OVERTIME	ATI PAYS ITS EMPLOYEES IN ACCORDANCE WITH ALL APPLICABLE OVERTIME LAWS. IN ALASKA, CALIFORNIA, NEVADA, PUERTO RICO, AND THE VIRGIN ISLANDS, OVERTIME IS EARNED AFTER 8 HOURS OF WORK IN A SINGLE DAY. IN CALIFORNIA, DOUBLETIME IS EARNED AFTER 12 HOURS IN A SINGLE WORKDAY AND AFTER 8 HOURS ON SUNDAY. IN COLORADO, OVERTIME IS EARNED AFTER 12 HOURS OF WORK IN A SINGLE DAY. IN ALL OTHER STATES, AN EMPLOYEE BEGINS TO EARN OVERTIME AFTER COMPLETING 40 HOURS OF WORK IN A MONDAY THROUGH RIDAY WEEK. IN ALL STATES, ALL HOURS WORKED ON SATURDAY AND SUNDAY ARE CONSIDERED OVERTIME. ADDITIONALLY, ALL HOURS WORKED ARE CUMULATIVE OVER ALL JOBS. HOURS ARE BILLED TO JOBS ACCORDING TO THE EMPLOYEE'S OVERTIME ELIGIBILITY WHEN THE HOURS ARE WORKED BY THE EMPLOYEE. THESE OVERTIME BILLING RATES SHALL APPLY REGARDLESS OF HOW MANY HOURS THE EMPLOYEE HAS SPENT ON THE RELEVANT PROJECT. EXAMPLE: IF A TECH WORKS 30 HOURS ON ONE JOB AND WORKS 20 HOURS ON THE NEXT JOB, THAT SECOND JOB WILL BE BILLED FOR 10 REGULAR HOURS AND 10 OVERTIME HOURS.
TRAVEL PER DIEM	FOR PROJECTS INVOLVING TRAVEL AND/OR OVERNIGHT STAYS, ATI PROVIDES PER DIEM IN ACCORDANCE WITH THE U.S. GENERAL SERVICES ADMINISTRATION'S PUBLISHED PER DIEM RATES. THESE RATES CAN BE FOUND AT HTTPS://WWW.GSA.GOV/TRAVEL/PLAN-BOOK/PER-DIEM-RATES . PER DIEM RATES ARE SUBJECT TO A 20% OVERHEAD FACTOR PLUS A 10% PROFIT FACTOR.
PREMIUM WAGES	WHEN WORKING IN AND AROUND HIGH COST-OF-LIVING AREAS SUCH AS WASHINGTON DC, NEW YORK, ALASKA, HAWAII, AND INTERNATIONALLY, A 25% PREMIUM WILL BE APPLIED TO ALL LABOR RATES IN ORDER TO ACCOUNT FOR INCREASED COSTS. THIS PREMIUM IS THE MINIMUM AND IS SUBJECT TO CHANGE. ANY MODIFICATIONS TO THE MULTIPLIER WILL BE SUBMITTED IN WRITING AND WILL BECOME PART OF THIS AGREEMENT.
PREVAILING WAGE & UNION	WORK PERFORMED UNDER A CONTRACT SUBJECT TO FEDERAL AND STATE WAGE AND HOURS LAWS, PREVAILING WAGES, AND/OR COLLECTIVE BARGAINING AGREEMENTS MAY REQUIRE NEGOTIATED CHANGES TO THE ABOVE RATES. AS PREVAILING WAGES VARY BY JURISDICTION, SUCH RATES WILL BE PROVIDED ON A CASE-BY-CASE BASIS. GENERALLY, OUR PREVAILING WAGE RATES WILL BE BASED ON THE FOLLOWING FORMULAS: IN-HOUSE STAFF = [BASE RATE + FRINGE RATE] X 1.94 OUTSIDE STAFF = [BASE RATE + FRINGE RATE] X 2.32
STANDARD RATE	STANDARD RATES ARE RATES THAT APPLY TO WORK PERFORMED WITHIN STANDARD BUSINESS HOURS: 8:00 AM-5:00 PM, MONDAY THROUGH FRIDAY FOR NON-GOVERNMENT ENTITIES.OUR RATES FOR LABOR, MATERIALS, AND EQUIPMENT DO NOT INCLUDE THE COSTS OF LOCAL AND STATE TAXES, LICENSING, OR PERMIT FEES.
STAND-BY	A MINIMUM STAND-BY CHARGE OF 4 HOURS PER EMPLOYEE WILL BE BILLED.
TRAVEL TIME	THE HOURLY SCHEDULED LABOR RATES ARE BILLED PORTAL TO PORTAL (I.E. OFFICE TO JOBSITE OR JOBSITE TO JOBSITE) FOR ATI EMPLOYEES, VENDORS, AND SUBCONTRACTORS.
WORK WEEK	THE WORK WEEK WILL BEGIN ON MONDAY AND END ON SUNDAY.

Schedule D Small Tools



AMERICAN TECHNOLOGIES, INC.

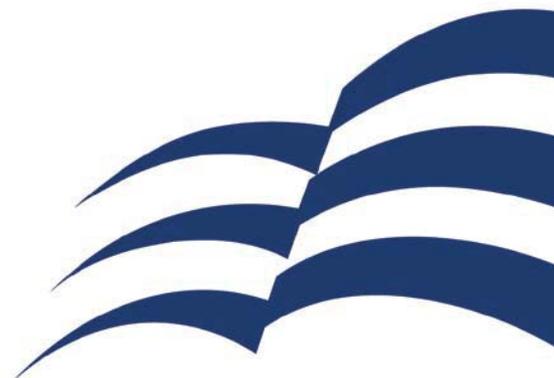
All Divisions • Page 1 of 1

SMALL TOOLS: A 3% CHARGE BASED ON THE LABOR TOTAL	
ACCOUNTING KITS	PAINT ROLLERS
BARREL PUMPS	PALLET JACKS
BARS	PAPER TOWELS
BATTERIES	PLIERS
BOLT CUTTERS	PORTABLE TOOLBOX
BUCKETS	POWER TOOLS
CELL PHONES	RATCHET SETS
CHAIN SAWS	ROTO ZIPS
CHAINS	SANDERS
CHAIRS	SAWZALLS
CROW BARS	SCRAPER BARS
DEMO CART	SCREW DRIVERS
DRILLS	SHEARS
DRIVES	SHOVELS
DUST PANS	SMOCKS
EXTENSION CORDS	SPRAY BOTTLES
FIRE EXTINGUISHERS	SQUEEGEES
FIRST AID KITS	STAPLE GUNS
FLASH LIGHTS	TABLES
FUEL CANS	TAPE GUNS
FURNITURE BLOCKS	TOOL BOX
FURNITURE TAGS	TRASH BINS
HAMMERS	TRASH CANS
HANDLES	T-SHIRTS
HARD HATS	TWO-WAY RADIOS
HOG RINGS	UNGER POLES
ICE CHESTS	UNIFORMS
INVENTORY TAGS	UTILITY BLADES
JOB BOX	UTILITY KNIVES
LADDERS	VESTS
LIGHT BULBS	WATER COOLER
LOCKS	WATER HOSES
MOISTURE METER	WIPES
MOP BUCKETS	WHEELBARROW
MOP HEADS	WRENCHES
MOPS	



STATEMENT OF QUALIFICATIONS

FOR DISASTER RECOVERY AND RESTORATION SERVICES





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Company Profile

American Technologies, Inc. (ATI) is a national leader in restoration, environmental remediation and reconstruction services, supporting customers across a wide range of industries, including healthcare, hospitality, commercial, residential, industrial, education and government. Founded in 1989 by Gary Moore, ATI has grown from a three-person company based in Southern California to a national enterprise with over 1,200 employees. ATI is the nation's largest family-owned restoration contractor and your one-stop shop for completing restoration projects.

We provide comprehensive recovery services to address environmental hazards and mitigate damage following fire and water losses, as well as natural and man-made disasters. Through our full-service approach we fully restore structures and their contents.

Our services include:

24-hour emergency response

Water, fire, and smoke damage restoration

Asbestos and lead abatement

Mold remediation

Contents cleaning and restoration

Electronics/machinery restoration

Catastrophe response

Large loss reconstruction

Demolition

Biohazard decontamination

Consulting

HVAC system and duct cleaning

We serve customers from our 21 regional offices located throughout the United States. ATI experiences steady growth year over year and in 2018 we completed approximately 21,170 jobs. To date, we own over 21,000 pieces of equipment nationwide, with plans for additional purchases. ATI has 517 vehicles, 14 catastrophe trailers and 32 utility trailers, which are mobilized when disasters occur. Our teams are poised to respond swiftly to an emergency in any region—24 hours a day, seven days a week.

Awards

ATI is consistently recognized for our outstanding services and has been the recipient of numerous awards over the years.





Emergency Response

With ATI by your side, you can count on complete restoration, remediation, and reconstruction services, available 24/7. No matter the size of the job, we're here to help. From minor water leaks affecting a single room to catastrophic losses requiring environmental remediation, demolition and complete reconstruction of commercial structures, we are here to help. Recently, ATI worked on a \$35 million project for a world-leading electronic measurement company that experienced a loss due to a wildfire.

As a family-owned company, we have an engaged executive team committed to delivering responsive customer service without layers of bureaucracy, and all of the resources of a large enterprise. This gives our clients the best of both worlds in their time of need. Through our 24-hour emergency response services we perform duties such as:

- Immediate response to fire and water damage, smoke damage, debris removal, board-ups, roof covers and water extraction
- On-location cleaning, pack-outs for off-site cleaning and secure contents storage
- Restoration of documents and electronics
- Mold removal, asbestos removal, lead abatement and biohazard cleanup
- Minor repairs, complete demolition and rebuilding, in-house cabinet and finish work
- Sewage backup/overflow



Water Damage Restoration

Water is responsible for more interior property damage than any other substance. As such, it is critical to address water damage and its effects right away. ATI has the experts to get your home, business or facilities back to prime condition.

ATI has over two decades of experience in handling water restoration projects. We are experienced in restoring property due to damage caused by water of all levels of contamination, including clean, gray and black water. By applying the science of drying and using the latest technologies, techniques and equipment, we minimize drying times and ensure a safe and effective approach to property restoration. This means our clients can get back to their normal day-to-day routines as soon as possible.

Drying Process

Upon receiving your call, we quickly dispatch a crew to assess the amount of water damage in the loss location and the number of rooms and/or floors affected. We review the scope of restoration work with you in detail, determine a plan and then immediately get to work. Our end-to-end process for water-related incidents involves the following steps:

Inspect

An ATI emergency service team will typically arrive to the loss site to perform an initial inspection. During the initial inspection, we will identify any potential safety hazards to ensure a safe working environment. We will verify that the source of water damage has been contained or eliminated. (If not, we can work with you to stop water migration throughout the structure.) We will document the inspection and determine the category of water to help determine our restoration approach. After the initial visit, we will prepare an estimate and submit this for your review. Any work performed prior to the submittal of an estimate will be approved ahead of time by an authorized customer representative.

Extract

Until water is removed, it will continue to damage the building's structure and contents. So, our goal is to promptly extract standing water from all floor coverings including carpet, wood flooring, tile and vinyl. Our technicians will determine if the pad and floor coverings can be dried out in place or if they must be removed.

Detect

ATI technicians specially trained in thermal imaging documentation will conduct a moisture survey of the affected areas using a thermal imaging camera and hygrometers to identify the damage quickly and accurately. Thermal imaging is an inspection and diagnostic tool that allows the certified operator to scan a water-damaged area without any type of property destruction.

We will use moisture detection tools to monitor damaged materials including drywall/plaster, trim work and cabinets. Our technicians will follow the flow of the water trail to identify all damages, including inspecting the basement and/or crawlspaces, when applicable.

Dry

Based on the data collected from our detection phase, we will develop a customized drying plan, which will outline the amount and type of drying equipment needed. Typically, we install a combination of drying fans, dehumidifiers and negative air machines. We will examine many factors such as when the loss occurred, weather, how wet the building materials are, and the size of the affected areas to determine the best drying strategy and how much equipment is required. Our drying plan may also include containment structures, ventilation systems and containment area signage, if required. Depending upon the damage, we may conduct in-place drying or transport contents to our facilities.

Monitor

During the drying process, conditions often change so ongoing site inspections are critical to an effective water restoration job. Our expertly trained drying technicians will regularly check and record psychrometric data and, based on their findings, will manipulate, add or remove drying equipment if necessary to meet changing conditions. ATI technicians 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 provides a comprehensive record of the recovery and informs our drying technicians on how best to proceed. Additionally, with remote monitoring technology, we can cut back on some on-site monitoring.

Drying Location

To minimize costs and business interruption, we make every attempt to clean and restore water-damaged property on-site, using the same equipment and techniques employed at our restoration facilities. In some cases, document and media restoration can be handled on-site. However, under most circumstances, moving these items to a secure ATI document recovery center is recommended.

Pack-Out Approach

When off-site cleaning and restoration is necessary, we offer a comprehensive pack-out program, including detailed documentation of all items, careful packing and transportation to our custom storage facility and the proper disposal of damaged materials beyond repair.

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 and a retrieval system that can locate your assets at any time.

Document Restoration

Our professionals are trained and certified to work on water-damaged documents, x-rays, books, photos, archival materials and more. We can handle document projects of all sizes using advanced diagnostic, retrieval, duplication and restoration techniques. We use freeze-drying, air-drying and desiccant dehumidifying techniques that are aligned 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, business equipment, photos and historical/collectible items.

Categories of Water Damage

Categorizing the contamination level of water in a damaged structure helps us establish an effective drying strategy. Water contamination levels are grouped into three general categories:



1

Clean Water

Clean water that originated from a source that does not pose substantial harm to humans. Examples include: broken water supply lines, melting ice or snow, falling rainwater, broken toilet tanks, etc. Clean water may become dirty with time as it dissolves or mixes with soils and other contaminants.



2

Gray Water

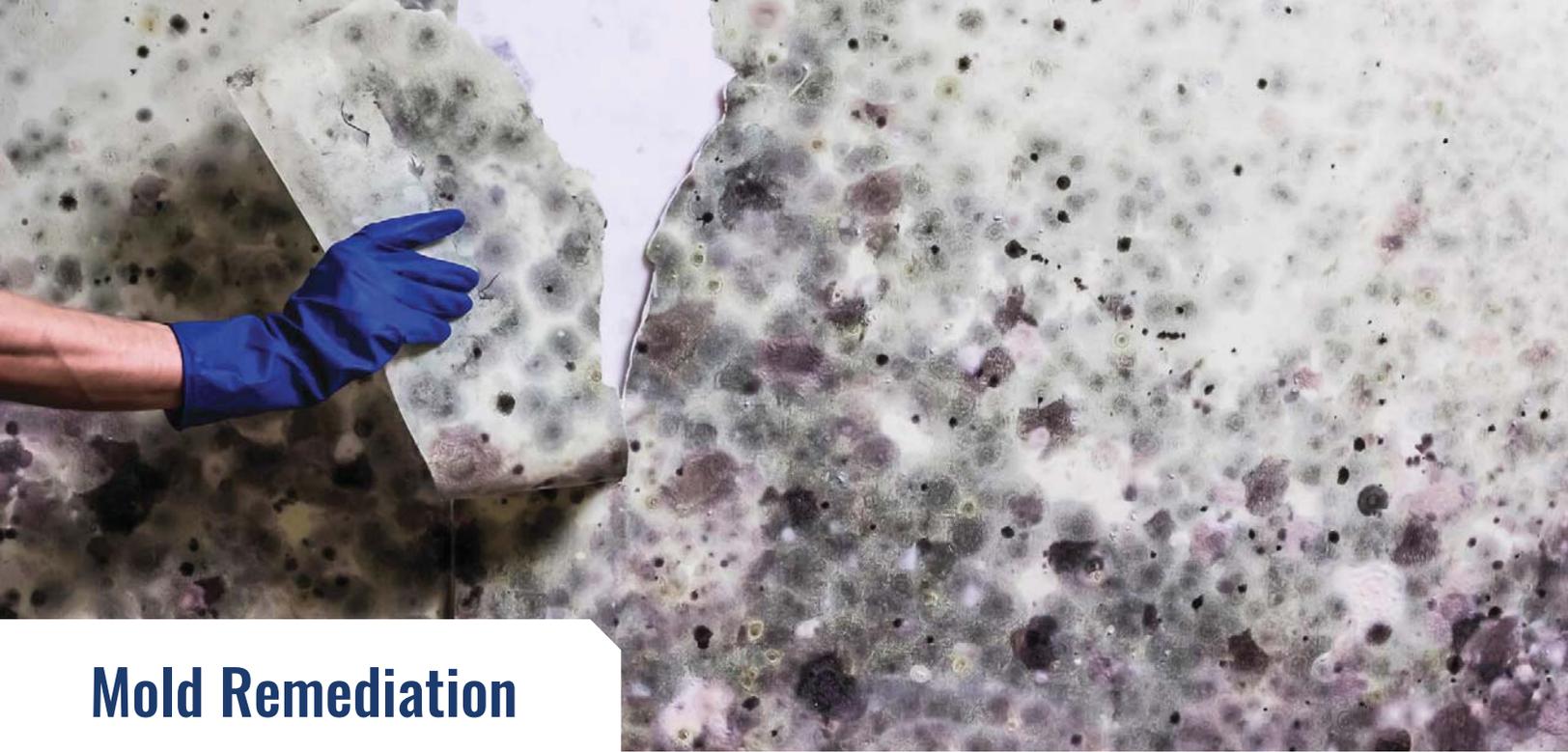
Gray water contains a significant level of contamination and has the potential to cause discomfort or sickness if consumed by or exposed to humans. Gray water may contain chemicals, bio-contaminants (fungal, bacterial, viral, algae), or other contaminants. Examples include: discharge from dishwashers, overflows from washing machines, seepage due to hydrostatic pressure, etc. Gray water that remains untreated for longer than 48 hours may escalate to Category 3.



3

Black Water

Black water contains pathogenic agents and is grossly unsanitary. Anyone with a compromised immune system, respiratory problems, or allergies, as well as young children and the elderly must remain off the job site until the building is deemed safe for occupancy. Black water includes sewage and other contaminated water sources entering or affecting the indoor environment, such as toilet backflows, flooding from seawater, ground surface water, etc. Category 3 water may contain contaminants such as pesticides, heavy metals, or toxic substances.



Mold Remediation

When moisture remains undetected, mold occurs, causing severe damage and health concerns. It is critical to take care of mold and mildew damage early before it overtakes your entire home, apartment complex or business. We are experts in mold remediation and offer safe, effective solutions for mold damage caused by water losses, natural disasters and construction effects. ATI's goal is to reasonably eliminate mold contamination to prevent and/or control human exposure and damage to building materials and furnishings. We follow the Institute of Inspection Cleaning and Certification (IICRC) S500 – Water Damage Restoration and S520 – Mold Remediation standards when developing our approach for handling microbial-related jobs.

In 2018, ATI completed 2,063 microbial jobs. We offer comprehensive mold removal and remediation services including:

- Initial inspection and testing
- Development of work scope
- Containment set-up, management and tear-down
- Mold removal and discarding of total loss items
- Mold remediation and removal of contaminated building materials
- Detailed cleaning and decontamination of structures and contents
- HVAC cleaning and decontamination
- HEPA vacuuming
- Air scrubbing
- Duct cleaning
- Moisture control
- Sanding and physical removal of mold growth from the building envelope
- Installation and maintenance of HEPA equipment
- Negative pressure contaminant monitoring

Work Plan

ATI devises a site specific Work Plan of the procedures to be used in the mold abatement operation. These procedures are dependent upon the complexity of the removal project. When developing the Work Plan, ATI considers critical details such as the location and layout of the decontamination areas, sequencing of the removal work, interface of trades involved in the work, methods used to assure the safety of ATI's employees, building occupants and visitors to the site, disposal plan, and methods employed to control contamination.

ATI's approach to mold remediation includes the following phases:

- **Remediation Preparation:** Conduct initial site assessment to survey and document existing conditions and prepare estimate.
- **Work Area Isolation:** Remove furnishings and contents, post Occupational Safety and Health Administration (OSHA) warning signs, construct enclosure if appropriate, deactivate HVAC system, seal off adjacent areas and establish work area ventilation system using a HEPA air filter.
- **Employee Protection:** Ensure that all assigned personnel are appropriately trained in mold remediation and related safety topics, construct personnel decontamination chamber(s) and require ATI personnel to wear at a minimum, National Institute for Occupational Safety and Health (NIOSH) approved half-face air purifying respirators with a combination HEPA and either an organic vapor, sodium hypochlorite, or acid gas filter cartridges (as recommended by the antimicrobial chemicals manufacturer).
- **Cleaning of Contents and Surfaces:** Remove contaminated materials and maintain negative static pressure as instructed by ATI's Work Plan, which may include removing drywall and insulation and detail cleaning the wall/ceiling cavity by sanding (wood surfaces) and/or wet wiping with a suitable antimicrobial agent and HEPA vacuuming all accessible non-porous surfaces.
- **Clearance Inspection:** Complete checklist, perform a thorough visual inspection and facilitate surface and air sampling, which is typically conducted by an independent qualified environmental consultant.
- **Waste Disposal:** Place all contaminated mold waste—including contaminated materials, disposable personal protective equipment (PPE) and filters—into clear, plastic bags (minimum 6 mil) and dispose as general construction waste using a bag-out chamber.
- **Close-out Reporting:** Provide close-out reporting documentation and distribute customer surveys.

Antimicrobial Safety and Training

Maintaining a safe working environment for our crews, the facility owner, and occupants living or working in the affected area is our top priority. We are committed to performing every mold removal and remediation job by safeguarding the environment in which we are working and by using the industry's most efficient methods and equipment to protect our customers and employees. We also follow all local, state, federal, OSHA and United States Environmental Protection Agency (EPA) guidelines when performing mold removal and remediation procedures.

To further ensure a safe and effective environmental remediation, our crews are rigorously trained in mold removal procedures by the Indoor Air Quality Association (IAQA), IICRC, Restoration Industry Association (RIA), and our in-house trainers. In addition, all of our operations managers, project managers, project directors, and regional managers hold Certified Mold Remediation (CMR) certifications.



Asbestos and Lead Abatement

Founded in 1989, ATI began as an asbestos abatement service provider, then grew its portfolio to provide lead abatement and other types of environmental services. With decades of experience supporting abatement projects, ATI has the capabilities and credentials necessary for safe removal of asbestos and lead found within a wide range of buildings and facilities.

ATI is a national leader in providing asbestos removal services and is ranked among the top asbestos abatement contractors in the country by Engineering News-Record magazine. In 2018, ATI completed approximately 2,800 asbestos/lead remediation jobs.

When is Removal Work Necessary?

Although typically found in structures that were built prior to the early 1980s, asbestos debris removal is necessary wherever it is found due to its toxicity. Asbestos is often discovered when the material containing the substance is disturbed. This may happen during a renovation, remodeling job, demolition or after a natural disaster. Once the contaminated material is disturbed, asbestos removal is recommended to prevent any potential health threats to the building occupants.

Lead abatement projects may be ordered by a state or local government or may be undertaken voluntarily to protect the health of facility occupants, including children.

Environmental Abatement Approach

We offer comprehensive asbestos and lead removal services ranging from initial investigation and recommendation through project completion. For each job, we:

- Prepare a project proposal and budget
- Execute a thorough site investigation for evidence of asbestos and/or lead
- Retrieve and analyze samples
- Submit recommendations and finalize a work schedule
- Remove asbestos-containing materials and/or lead using industry approved techniques
- Track and compile asbestos and/or lead waste manifests
- Prepare and submit a final report detailing project activities and result

Asbestos Abatement Process Overview

The following process describes how we typically manage an asbestos abatement project.

Pre-Work Preparation

Proper preparation of the work area before an asbestos abatement project begins helps to contain fibers that are released within the work area. Pre-work activities include, but are not limited to the following:

- **Conduct Walkthrough Survey:** Before work commences, ATI's project director will conduct a walkthrough survey to inventory and photograph existing damages. We will create a photo catalog of the abatement project to document pre-job conditions.
- **Hold Pre-Job Briefing:** All asbestos removal jobs have different problems and each require different solutions. ATI supervisors will provide a briefing to workers detailing the special conditions they will encounter on that job. The scope of work and nature of the abatement project will be based upon the results of the survey reports and/or asbestos removal specifications.
- **Post Warning Signs:** ATI will place OSHA warning signs at each entrance to the work area. Signs will conform to regulatory standards and inform the reader that breathing asbestos dust may cause serious bodily harm.
- **Secure Electrical System:** ATI will de-energize the electrical supply to the work area to eliminate the potential for a shock hazard. The crew will make provisions for supplying the work area with electricity from outside the work area. The source will be equipped with a ground fault interrupt system.
- **Shut Down HVAC System:** The HVAC system supplying the work area must be shut down and isolated to prevent entrainment of asbestos dust throughout the facility. All vents and air ducts inside the work area will be covered and sealed with two layers of 6 mil polyethylene and duct tape.
- **Seal Remaining Items with Polyethylene:** Items not being removed from the work area, will be wet-wiped or HEPA vacuumed and wrapped in place with 6 mil polyethylene and sealed with duct tape. ATI will also seal windows, flooring and walls to contain the work area.
- **Set-Up Work Area Ventilation System:** Negative air filtration units will be set up within the containment and exhausted directly to the outside of the facility to filter the air and create a pressure differential between the containment and the outside area. At a minimum, the units will supply one air change every 15 minutes.
- **Establish Decontamination Unit:** The decontamination unit is designed to allow passage to and from the work area during removal operations. A typical unit consists of a clean room, a shower room, and an equipment room separated by airlocks.

Asbestos Removal

Before beginning the asbestos removal, the work area, including the floors and walls, will be sealed off using polyethylene. The decontamination unit and negative air filtration units will be in place, and the scaffolding, ladders and other small equipment will be brought into the work area.

Gross Removal

All asbestos material will be removed utilizing wet methods, as mandated by the EPA. Material will be wetted utilizing an amended water solution, removed from the substrate in manageable sections and placed into properly labeled 6-mil polyethylene bags. Once the bags are filled, they will be closed, rinsed and double bagged for removal from the work area. The process will include removing friable materials from ceilings and asbestos-containing Thermal System Insulation (TSI) from pipes, boilers and tanks. We may use glovebags for removing pipe insulation, which can be sealed around sections of pipe to form mini-containment areas.

Detailed Cleaning

After gross removal has taken place, the crew will perform detailed cleaning using hand-brushes. This will aid in getting to fibers that may have become lodged in grooves or crevices in the substrate surface. The crew will wet the substrate while brushing since the chance of airborne fiber generation is still present. Once brushing has been completed, the crew will perform a final wipe down of the substrate with wet, lint-free rags to ensure that all loose fibers have been eliminated.

Inspections, Cleanup and Closing out Project

ATI will complete the following steps to ensure that the abatement work has successfully been completed to our client's satisfaction, and that we remain in compliance to all applicable regulations and industry standards.

Visual Inspection and Encapsulation

Following the detailed cleaning, the ATI project manager and the independent industrial hygienist will perform a visual inspection to look for any residual contamination. After approval, the crew will spray its surfaces with a liquid encapsulant to effectively control the future release of airborne fibers.

Sprayback or Reinsulation

The next step is often to reapply an adequate substitute for the asbestos-containing material that was originally present. In most cases, the original asbestos-containing material was probably used as fireproofing, thermal system insulation, condensation control, or acoustical insulation. Therefore, it is imperative that the substitute material (sprayback) be capable of the same functions and have similar functional properties to the original asbestos-containing material. This material will be chosen during the planning stage of the project.

Final Clearance and Cleanup

When applicable, we will arrange for an independent industrial hygienist to conduct a final clearance air sample. When the air sampling results indicate that airborne fiber concentration meets the criteria for clearance, the polyethylene will be removed from vents, stationary objects, etc. and the critical barriers will be removed.

Transportation and Disposal

All asbestos materials removed from the site will be bagged and properly labeled prior to being placed into a sealed disposal bin. A licensed and certified hazardous waste hauler will remove the asbestos-containing material from the site and place into an EPA-approved landfill.

Repairs/Reconstruction

As a licensed, bonded and fully insured general contractor, we offer comprehensive reconstruction services to restore commercial and industrial structures back to pre-loss condition after remediation work is complete, if required.

Close-out Reporting and Documentation

ATI will provide close-out reporting documentation as agreed upon by our client. We can submit photographic documentation of the work before and after the abatement project. ATI also prepares daily logs of both worker and engineering activities, which can be made available to our client, upon request.

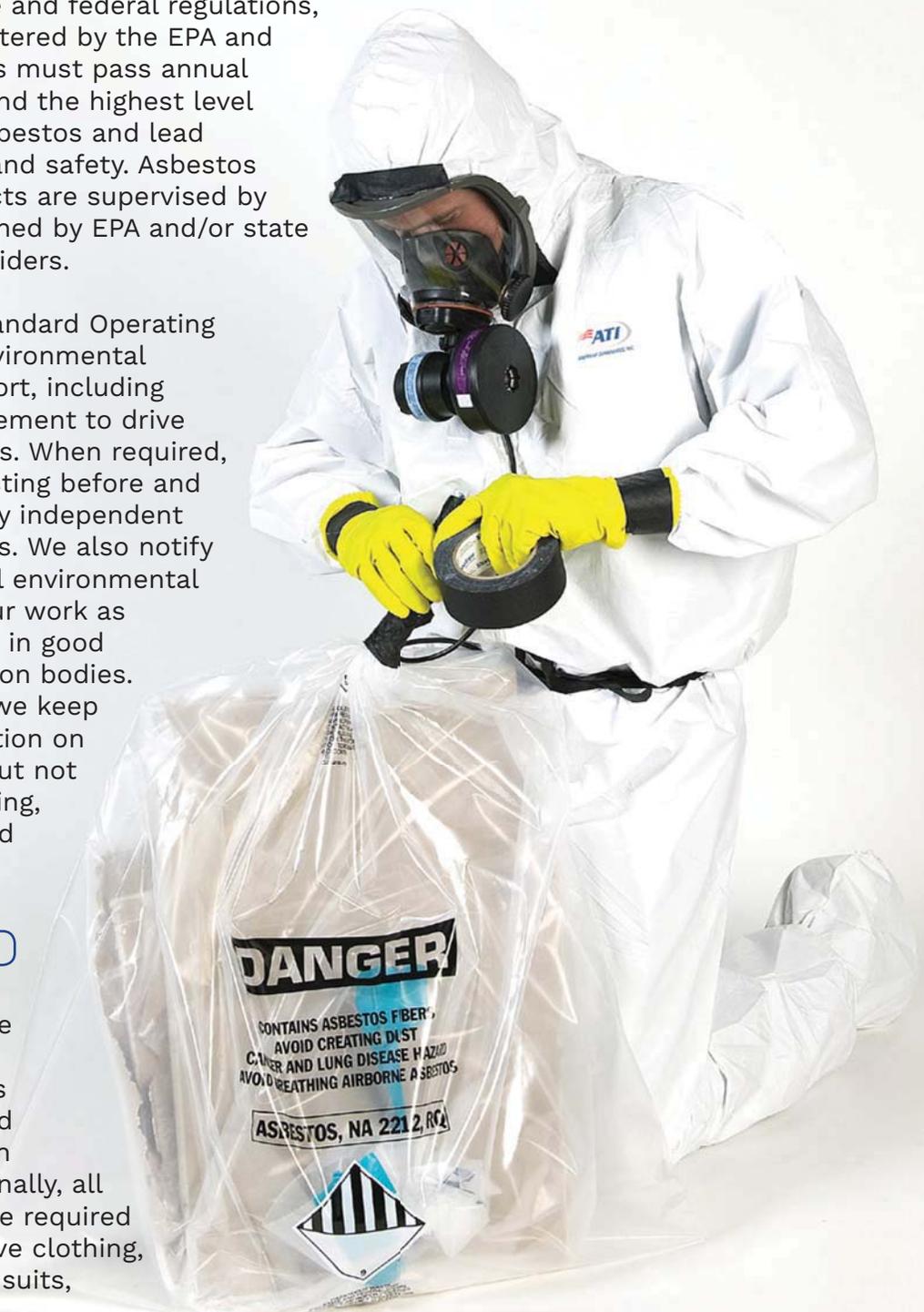
Safety and Compliance

ATI's environmental experts follow strict protocols that comply with local, state and federal regulations, including those administered by the EPA and OSHA. All ATI employees must pass annual medical examinations 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 state accredited training providers.

We maintain written Standard Operating Procedures for each environmental discipline that we support, including asbestos and lead abatement to drive compliance to standards. When required, we facilitate sample testing before and after abatement work by independent industrial hygienist firms. We also notify national, state and local environmental oversight agencies of our work as mandated and maintain in good standing with certification bodies. During the abatement, we keep all required documentation on the job site, including but not limited to proof of training, respirator fit testing, and physical evaluations.

Employee Protection

During abatement activities, workers utilize half-face HEPA/PAPR protection. Higher levels of protection are utilized if necessary, based upon sampling levels. Additionally, all personnel on-site will be required to wear proper protective clothing, including hooded Tyvek suits, gloves and boots.





Fire and Smoke Damage Restoration

Fire losses must be handled with special care since many types of materials can fuel a fire. Large amounts of water are required to extinguish the blaze, thus introducing risks of corrosion, mold, and mildew growth. ATI has the trained personnel and equipment to handle all aspects of fire damage, large or small.

Fire remediation is complex and we understand that materials, equipment and techniques can often vary substantially with each job. Our restoration professionals are well versed in the recognition of environmental and health issues that may arise from fire residue, heat and moisture, which may impact our work plans.

Our fire and smoke damage restoration can encompass some or all of these services:

Emergency services

Stabilization

Board-ups and temporary repairs

Structural repairs

Debris removal

Wet cleaning and dry soot removal

HVAC cleaning/decontamination

On-location and off-site cleaning

Thorough pack-out, pack-in

Complete contents recovery

Building restoration and drying

Electronics restoration

Deodorization

Demolition

Reconstruction

Immediate Response

When a fire occurs, ensuring the safety of your property is our most immediate concern. Within hours of notification, ATI's emergency response team will be on-site to secure your business or home so that the structure and its contents are left in place for the insurance company's inspection. We will first board up any building openings, such as entry doors, garage doors, and windows that were damaged either by the fire department or the fire itself. Next, we will tarp the roof to ensure that secondary damage does not occur in case of rain, wind or snow. Then, we will properly secure the property to prevent vandalism and theft.

Debris Removal

Once we complete a site walk to determine the extent of damage and prepare an estimate, we will begin the remediation process, which typically begins with debris removal, depending on the severity of the fire damage. We will then perform initial deodorization to gear up for the rest of the remediation project that will follow.

Drying Out Water Damage

ATI is prepared to handle the water and moisture that lingers after a fire is put out. Depending on the condition of the property damage, and if it is safe to do so, a thorough dry down of the area will be initiated for mold prevention. This step will halt mildew growth and prepare for the next step of the fire damage restoration.

Deodorization and Cleaning

Most buildings and their contents that endure fire damage show evidence of severe soot fallout and contamination, as well as a lingering odor that must be treated professionally. Extensive cleaning of the facility's HVAC system, furniture, contents, walls/ceilings, floors, decorative furnishings and fixtures is necessary to avoid exposure to lingering particulate and smoke that can irritate the eyes and throat. To properly remediate these conditions, we remove odor from the area and clean the entire facility and its contents.

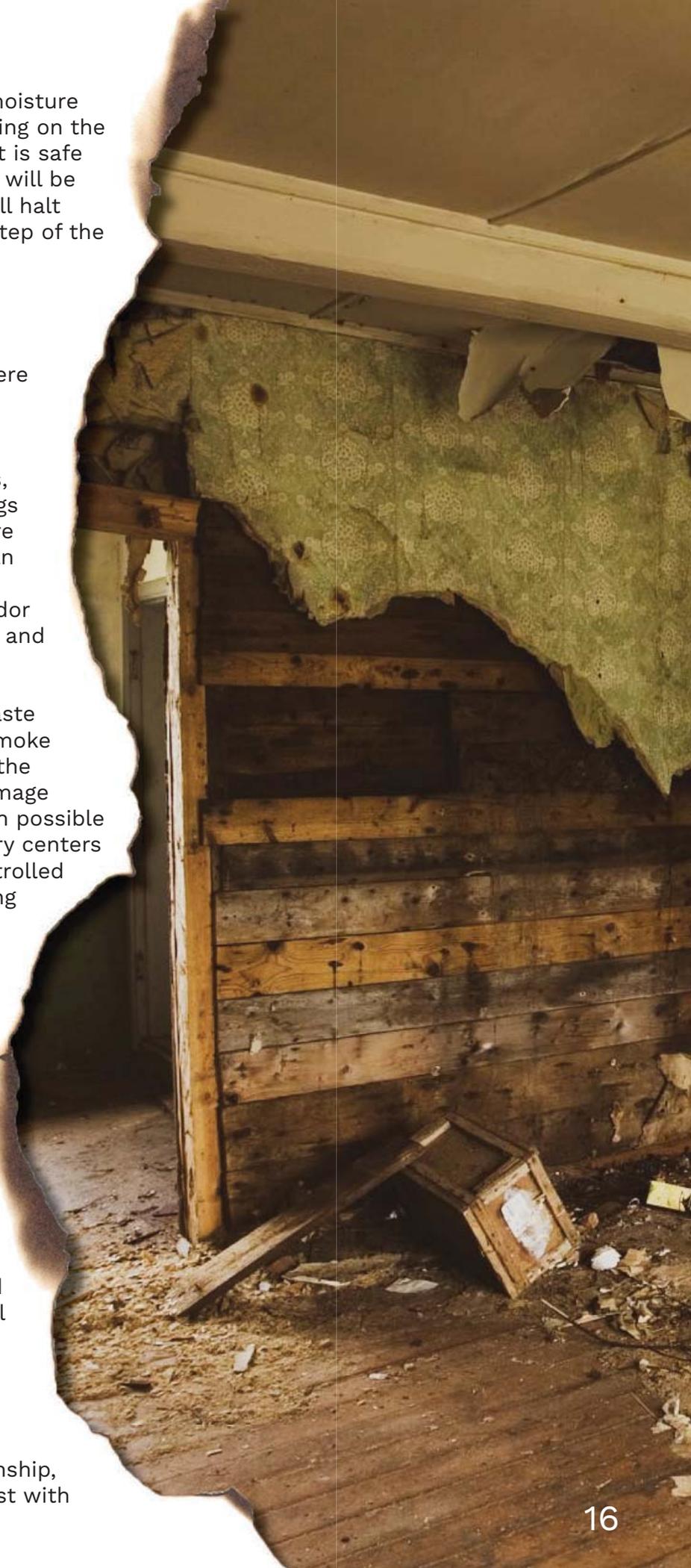
Materials are triaged into categories of waste (which are then properly disposed), fire/smoke damaged or water/mold damaged due to the firefighting effort. Similar to our water damage service, we conduct on-site cleaning when possible and can also treat contents in our recovery centers when necessary. Our secure, climate-controlled recovery centers feature customized drying rooms, electronic deodorization ozone rooms and thermal fogging.

Electronics Recovery

Proper handling of electronics is critical to preventing corrosion and particulate interferences. Our trained electronics restoration personnel will carefully inspect each piece to replace parts and perform maintenance and calibration as necessary.

Structural Reconstruction Services

ATI is a licensed, bonded and fully insured general contractor equipped to handle full reconstruction of a burned-out building. As a crucial part of almost every recovery process, reconstruction is included under our umbrella of services. Our regional in-house cabinet shops handle all cabinetry and millwork jobs with skill and craftsmanship, and our team of in-house carpenters assist with installation and on-site finish work.





Catastrophe Response

When catastrophe strikes—whether in the form of a sudden force of nature or devastating man-made event—ATI is available to assist our clients. ATI has been called to the scene of some of the largest catastrophes in recorded history, performing disaster recovery services on thousands of projects. We have experience supporting customers who have endured property damage due to major hurricanes, floods and fires, etc.

Recent Projects Involving Catastrophic Losses

- 2018** California Camp Fire and Woolsey Fire, Hurricane Florence in North and South Carolina
- 2017** Colorado hail storms, Hurricane Irma, Hurricane Harvey, Santa Barbara, California flooding and California wine country fires
- 2016** Hurricane Matthew, Hurricane Hermine, southern region flooding, Texas hail storms and Mountain State monsoons
- 2015** Southern region flooding, Texas hail storms, Washington and California wildfires, Northwest winter storms and the Mountain State monsoons

In addition to our regional offices, we maintain 14 forty-foot semi-trailers loaded with catastrophe supplies and equipment at strategic locations across the country. Before dangerous weather, or whenever required, ATI will dispatch our elite Catastrophe Response Team (CAT Team) and determine where to stage the equipment trailers to serve ATI customers requiring emergency services and restoration expertise.

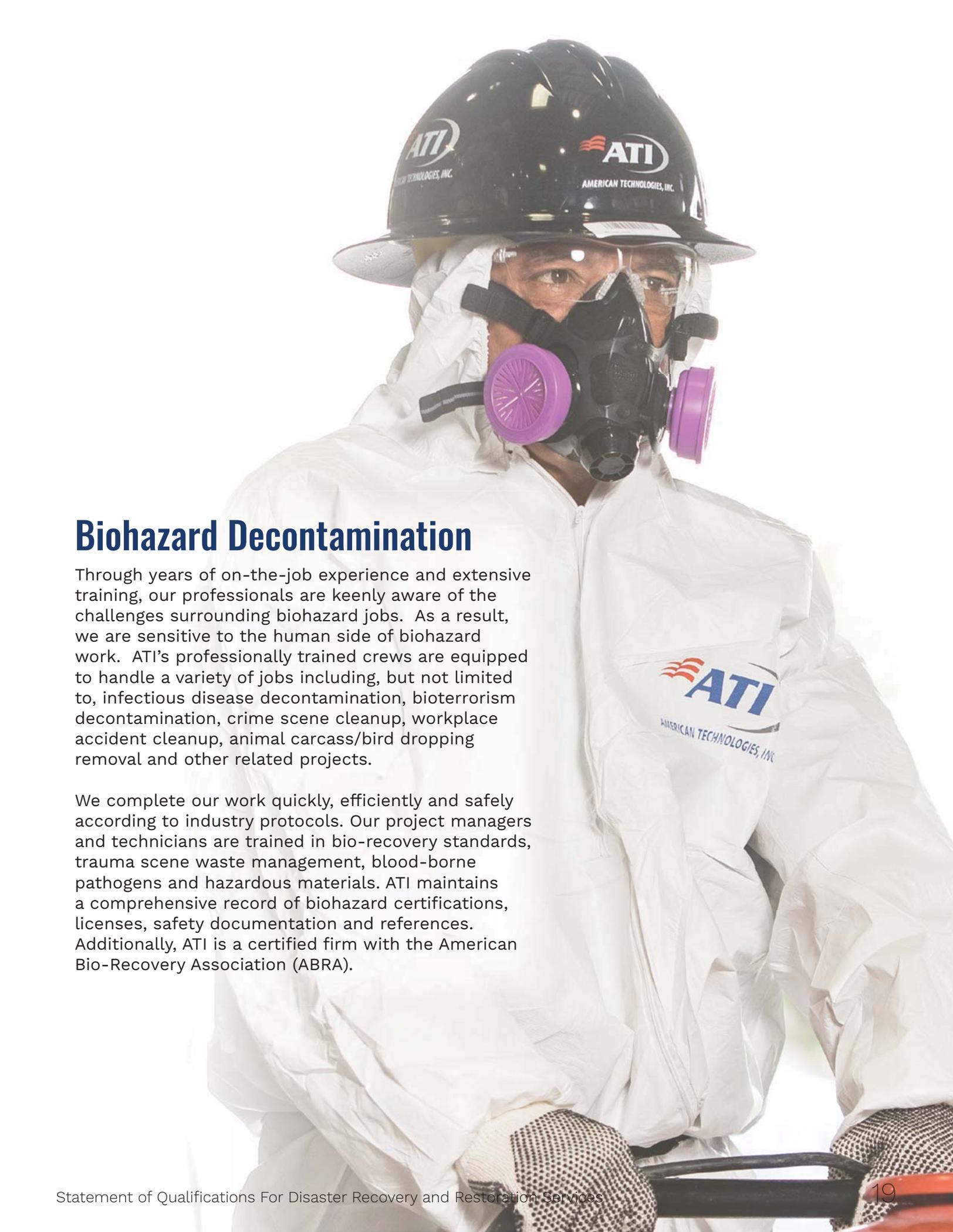
With catastrophe experts and trailers located strategically throughout the country, ATI is ready to launch a coordinated effort to restore your property. We will work with you to assess damage and outline project scope, including necessary emergency services and repair versus replacement options. We will adhere to environmental and safety protocols, provide thorough documentation and minimize disruptions as much as possible. Depending on the nature of the loss, we may

construct board-ups or temporary walls for stabilization at the onset of the project. Throughout the restoration process, the CAT Team is in constant contact with insurance adjusters and clients who represent our customers' properties.

Structures and contents may experience all types of damage resulting from 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 necessary to restore our clients' properties. Our CAT Team is well-versed in performing services such as:

- **Environmental Remediation** – removal and disposal of hazardous waste such as asbestos, lead, polychlorinated biphenyls (PCBs), and other hazardous materials
- **Demolition** – assessment of damaged areas to determine what can be restored or returned to operation, then removal of charred/wet debris and structural materials
- **Odor Removal** – deployment of new technologies and chemicals to control odors on both a short and long-term basis
- **HVAC Systems** – cleaning, deodorization, and encapsulation of HVAC systems to reduce or eliminate the need for replacement after smoke and soot damage
- **Electronic Data Processing Equipment** – halting of initial corrosion then chemical and physical reconditioning
- **Documents/Valuable Papers** – hand dry and Freon cleaning of contaminated documents; freeze drying and vacuum drying wet papers
- **General Cleaning of Contents and Furnishings** – thorough cleaning of floors, walls, ceilings, fixtures, windows, furniture, draperies, upholstery, small contents, wall hangings, files, books, etc.
- **Mechanical Shaft and Elevator** – decontamination of interior shafts and elevator hoists
- **Encapsulation of Structural Surfaces** – application of pigmented sealer to surfaces that cannot be cleaned or restored back to original condition to eliminate future odor problems





Biohazard Decontamination

Through years of on-the-job experience and extensive training, our professionals are keenly aware of the challenges surrounding biohazard jobs. As a result, we are sensitive to the human side of biohazard work. ATI's professionally trained crews are equipped to handle a variety of jobs including, but not limited to, infectious disease decontamination, bioterrorism decontamination, crime scene cleanup, workplace accident cleanup, animal carcass/bird dropping removal and other related projects.

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



Demolition

ATI provides complete or selective interior demolition services after property damage and during reconstruction. We are highly experienced in handling demolition projects after fire or water damage and during structural remodels and additions. Our experts get the job done quickly, efficiently and aim to minimize disruption to everyday life during this process. ATI performs demolition services on private homes, apartment complexes, hospitals, commercial buildings, and industrial facilities.

Demolition Capabilities

- Interior demolition: Selective or hand demolition methods are used when a specific area within the structure's interior must be demolished. Our demolition crews have the experience necessary to support complicated jobs and are well qualified to handle demolition projects that require working within a contained area—without disturbing surrounding materials.
- Complete demolition: We provide manual or mechanical tear-downs when complete demolition of a structure is required. For smaller buildings, we use hydraulic equipment, such as elevated work platforms, cranes, bulldozers or excavators. For larger buildings, we typically use wrecking balls or excavators with rotational hydraulic shears and silenced rock-breakers.

Pre-Demolition Prep Work

Our demolition professionals are prepared to assist in completing the critical steps that are often necessary before demolition can occur. These steps include:

- Developing site-specific safety and work plans
- Performing asbestos abatement
- Obtaining required permits
- Submitting necessary notifications
- Disconnecting utilities
- Baiting rodents

Demolition Process Overview

Once we have completed all pre-work, ATI's demolition crew will construct critical barriers and remove all building materials, which may include doors, carpets and some walls (interior and exterior). The crew will then remove items like light tubes and ballasts, light fixtures, ceiling panels, fireproofing, thermal insulation, and pipes. Finally, the crew begins the full demolition according to the project plan and removes waste during and after the demolition. For hazardous demolition, the crew will fully contain work areas using negative air pressure and don the appropriate PPE.

Commitment to Safety and Technical Expertise

We take time to determine the best protocol and engage our safety department to analyze the plan and scope of work before we begin the demolition.

ATI employs in-house operators who are trained to use different types of equipment to take down any building. We require all field workers to complete the necessary safety and operations training to create a safe working environment. All of our demolition workers are trained on safety topics including fall protection, electrical safety, hearing conservation and more.

Before doing any demolition work, we select, inspect, wear and use the PPE that is suitable for the demolition project.





Reconstruction

As a licensed, bonded and fully insured general contractor, we offer comprehensive reconstruction services to restore structures back to pre-loss condition. ATI reconstruction projects typically follow emergency-type situations (i.e. fires, water leaks, natural disasters, etc.) or environmental remediation work. As such, our reconstruction service offering enables us to manage our client's loss through its entire lifecycle, from initial response all the way through project completion.

With every job, ATI assigns a project director and project manager to oversee each reconstruction and serve as points of contact from start to finish. Once the project director prepares a cost estimate and the client signs a contract detailing scope of work and budget, our reconstruction crew gets to work. The entire crew works hard to ensure reconstruction jobs are completed on time, within budget and with all necessary documentation.

Our project directors are trained to manage and monitor most trades involved in reconstruction jobs, including, but not limited to:

- | | | | |
|-------------|----------|--------------|---------------------|
| Asphalt | Millwork | Fire systems | Concrete |
| Plaster | Hardware | Doors | Roofing |
| Flooring | Cabinets | Painting | Framing |
| Countertops | Plumbing | HVAC | Installation/finish |



Professional Services

ATI assists clients with dispute resolution and can assess their contingency plans so they are prepared in case a disaster strikes. Through our Professional Services Division, we help clients solve complex challenges by leveraging our industry experience, research and training to determine the most appropriate solutions for your business. We analyze statistics to assess project effectiveness, present recommendations and assess the pros and cons of possible strategies to help clients make informed decisions.

Our restoration consultants provide services such as:

Project design

Project management

Initial triage of claims

Scope definition, review, negotiation

Estimates

Invoice analysis

Cost negotiation

Liaison between insured and their contractor

Construction management

Expert testimony

Appraiser

Clerking

Infrared reporting

Quality Program

ATI takes a multi-level approach for ensuring quality. We strive to maintain quality starting from the initial request of services to the finished product. ATI's quality program focuses on the following elements:

Compliance and employee qualifications

Performance tracking

Effective communication

Customer satisfaction surveys

Management of tasks



Compliance and Employee Qualifications

With our experienced teams, robust training program and internal procedures, we maintain compliance with regulations concerning our business. All work performed will be in accordance with written procedures, and all applicable laws, rules and regulations, including but not limited to the EPA, OSHA and NIOSH. Our 2019 Experience Modification Rate (EMR) from the National Council on Compensation Insurance (NCCI) is 0.69 and has been consistently low for the past 5+ years, demonstrating our company's commitment to safety.

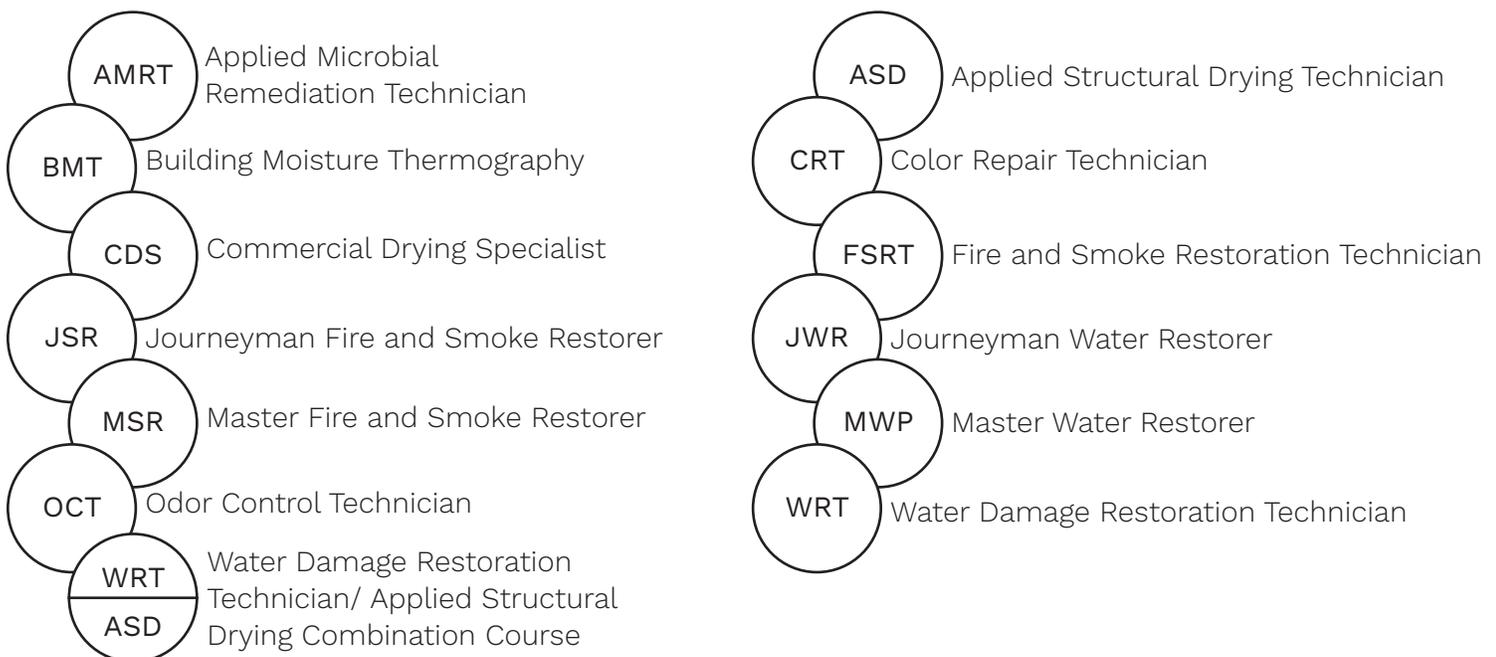
As part of ATI's extensive training curriculum, all field employees are required to complete training courses that pertain to their job descriptions and skill sets. ATI field employees complete training in safety, construction, environmental, contents, biohazard and numerous other industry-specific courses. We have an internal database that tracks certifications and courses completed to ensure that deployed staff possess all required credentials and that refresher courses are completed, as applicable.

Our employees complete training from leading learning institutes approved by or compliant with the:

- EPA
- OSHA
- IICRC
- Toxic Substances Control Act (TSCA)
- American Council for Accredited Certification (ACAC)
- Asbestos Hazard Emergency Response Act (AHERA)
- Division of Occupational Safety and Health (DOSH)
- National Emission Standards for Hazardous Air Pollutants (NESHAP)
- International Cleaning and Restoration Association (ICRA)

In addition to third-party courses, our Environmental Health and Safety Management Department provides internal training. We also have an education and training manager who provides training to our employees and clients, upon request.

IICRC Designations



Effective Communication

At ATI, we listen to our clients and build our operations and processes around their specific needs to ensure complete customer satisfaction. We will make sure your expectations are met by maintaining detailed documentation on projects and engaging in regular communication with all stakeholders. Below are the activities we will perform for each project to drive effective communication and quality services.

- Require field crew to complete daily service acknowledgments for the client's review, which outline the specific work that was conducted on the project site each day
- Maintain internal project database to capture project notes that detail the progression of the work completed on each phase of the project
- Assign project manager to oversee all in-house staff and any subcontractors and/or vendors on a continuous basis
- Conduct random site inspections
- Conduct quality assurance phone calls with the client throughout all project phases
- Hold weekly meetings between senior management and project manager to discuss in detail the aspects of the project and address any challenges
- Hold on-site meetings and/or teleconference calls with clients to discuss status
- Obtain and review the completed customer satisfaction survey from the client at project's end

Management of Tasks

Once the scope of work has been agreed-upon, ATI will develop a schedule of tasks for the customer to review and offer comments. Once approved, the tasks will become an integral part of the project plan. Each operation is viewed in its simplified form as a series of tasks that have a predecessor, successor and/or dependent components. The management of these tasks will determine the success of the project.

We will assign an experienced project manager to oversee the loss and dispatch a crew of technical experts to provide services at the loss site. The project manager will adhere to the task schedule, which will incorporate all requirements and parameters unique to the project. The project will be continually monitored by a member of our senior management team until the job has been completed to ensure our client receives high-quality services.

Other Certifications

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

HAZWOPER Technical Certifications

- Level I Emergency Response
- Level II Hazardous Waste Operations

RIA

Restoration Industry Association

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

Performance Tracking

ATI management regularly reviews project documentation and data during the project and once it has been completed. We track Key Performance Indicators (KPIs), which are discussed internally among all applicable ATI staff. Some examples of our KPIs are included below:

- Meeting or exceeding 90% customer satisfaction score on each completed survey
- Attaining 100% on training employees relative to company expectations, mission, vision, values, master service agreements, etc.
- Achieving 100% compliance on ATI's Wheel of Service, which outlines services requirements and expectations throughout the project, role responsibilities, timing of tasks, etc.

Customer Satisfaction Surveys

ATI values the feedback of our clients and we actively seek their input to track our customer service. Our project director is in constant contact with our client throughout the project to ensure we are consistently meeting their expectations. In addition, we conduct quality assurance phone calls throughout the project phases and hold periodic on-site meetings or teleconference calls with the client to discuss the project status. ATI also holds weekly internal meetings to discuss the project in detail, including our plans to address any challenges and ensure complete customer satisfaction.

At the conclusion of a project, we forward our customer an electronic survey to complete on a mobile device or computer. This customer service survey measures the likelihood our customer would recommend ATI to a friend or colleague to calculate our Net Promoter Score (NPS). This core metric provides an actionable view of ATI's overall customer service quality and drives our improvement initiatives companywide. The survey results are retained and are shared with the designated project director, operations manager and each individual's direct manager. Survey feedback is invaluable, as it gives us the opportunity to continually improve our services for all clients.



Office Locations



Anaheim, California (Headquarters)

Boston, Massachusetts

Chicago, Illinois

Dallas, Texas

Denver, Colorado

Flagstaff, Arizona

Houston, Texas

Las Vegas, Nevada

Los Angeles, California

Orlando, Florida

Philadelphia, Pennsylvania

Phoenix, Arizona

Riverside, California

San Diego, California

San Francisco, California

San Jose, California

Seattle, Washington

Sonoma, California

Tampa, Florida

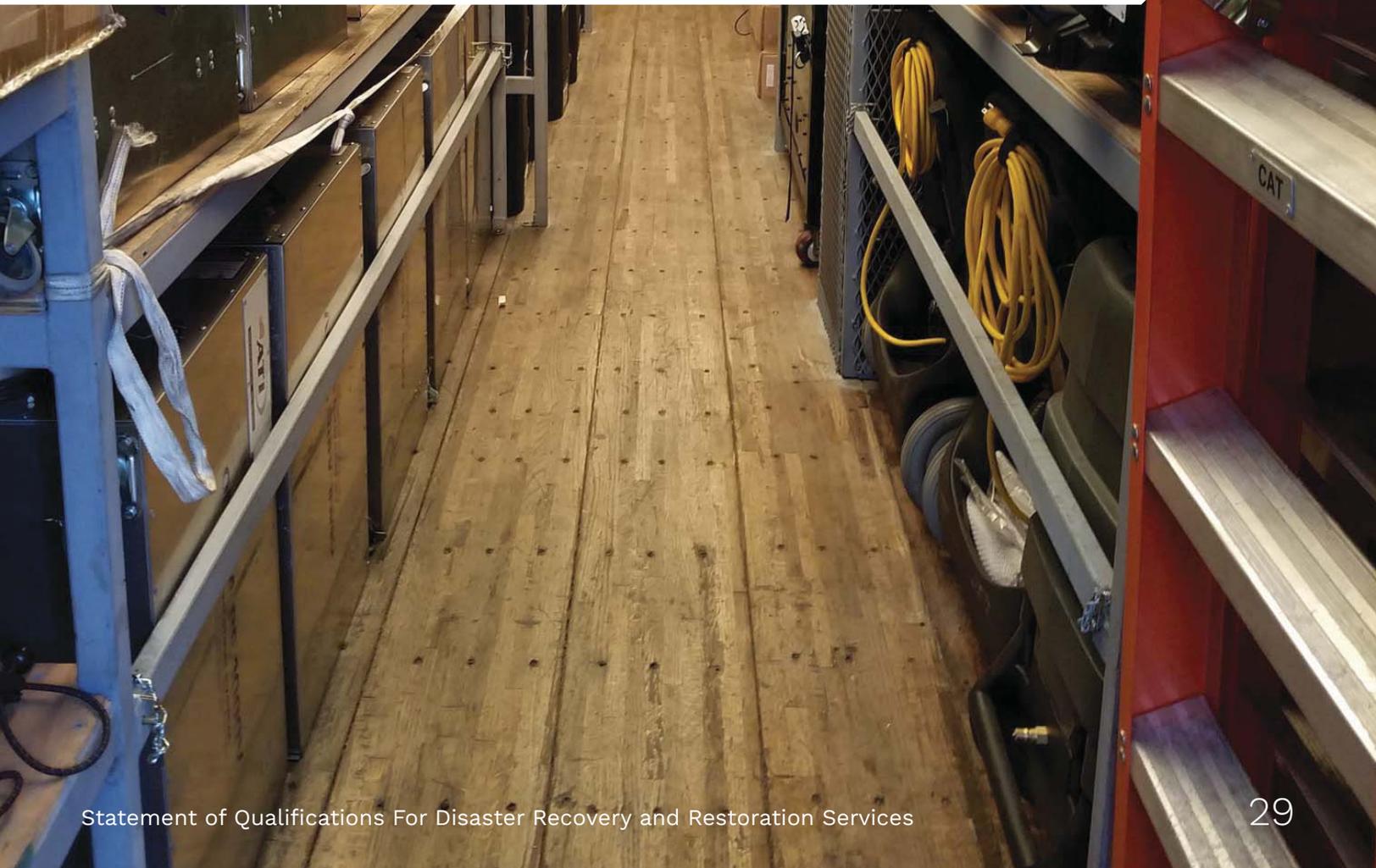
Tucson, Arizona

West Sacramento, California



Equipment List

ATI owns equipment that enables us to perform emergency services and reconstruction work. To date, we own over 21,000 pieces of equipment nationwide, with plans for additional purchases. We regularly update equipment inventories with the latest technology and have purchasing agreements in place with our suppliers to ensure a steady supply of equipment, whenever needed. Due to our large footprint, we have established pre-negotiated pricing on equipment to control costs.



ATI Current Equipment Breakdown

Type	Qty	Type	Qty
Air compressor-various sizes	75	Manometer	100
Air hammer	25	Matterport 3D Camera	1
Air movers-various types	7,500	Micromanmeter	1
Air wolf floor drying system	15	Negative air machine-various sizes	4,000
Airless sprayers-various sizes	60	Ozone machine-various sizes	200
Chipping hammer-various sizes	30	Particle counter	4
Circular saw	300	POI cart	6
Cold jet blaster-various sizes	4	Portable air conditioner-various sizes	64
Cut-off saw various sizes	300	Portable shower	35
Dehumidifiers-various sizes	4,000	Power brush-various sizes	50
Demo cart small	60	Power distribution box-various sizes	150
Desiccant dehumidifiers-various sizes	40	Pressure washer-various sizes	75
Dri-Eaz cavity drying system	20	Propane heater-small	10
Duct cleaner-various sizes	6	Protimeter	500
Electric generator-various sizes	75	Rotary hammer	1
Electric heater	100	Sand blaster-regular	1
Electric jack hammer	2	Shop vacuum	75
Electric thermal exchanger	17	Soda blaster	1
Electronic 50amp heater	25	Spider box	500
Film cutter 16"	1	Steam cleaner	15
Floor buffer	75	Sub pump-regular	30
Floor fan-various sizes	15	Texture sprayer	1
Flow hood	1	Thermal fogger	60
Generator-various sizes	100	Tower fan	6
Halogen light wobble lamp	100	Ulpa vac high tech/clean room	100
HEPA vacuum-various sizes	1,100	Upright vacuum	75
HVAC collector-various sizes	14	Uvdi light-various sizes	4
Hydroxyl odor processer	700	Vapor Shark-various sizes	50
Ice blaster	3	Water filtration system	30
Infrared camara-various types	250	Water heater	50
Injectidry wood floor drying system	30	Water pump-various sizes	75
Inspection scope	10	Water/carpet extractor-various sizes	300
Jack hammer	10	Wheelbarrow cement mixer	20
Kontrol Kube mobile containment	40		