



January 6, 2020

Attention: Region 4 ESC  
7145 West Tidwell Road  
Houston, TX 77092

To whom this may concern,

DKI Restoration, LLC dba DKI Commercial Solutions, LLC (DKICS) is honored and excited to be offered the opportunity to submit our enclosed Request for Proposal for:

**Disaster and Non-Disaster Restoration of Operational Services  
RFP Solicitation Number 19-16**

DKICS is one of several companies under the parent company of DKI Ventures LLC. DKICS is an aggregator of commercial emergency mitigation and restoration services to property management companies, risk managers, and commercial property owners.

DKICS's National network of independently owned restoration contractors are comprised of vetted, experienced, licensed and industry-certified DKI Franchisees aka DKI Member Companies and DKI Affiliate Members. All referred to as "service providers."

With DKI being established in the industry for 46+ years, DKICS looks forward to providing excellence in support and service through DKI's industry knowledge and experience, corporate staff, national network of experienced and highly-qualified DKICS service providers, competitive pricing, expert service, and DKI businesses and affiliations in the industry.

We look forward to the opportunity in serving you for all day-to-day emergency and restoration needs, and in the event of a catastrophe. DKIC's track record of providing high quality service, market expertise, transparency, and integrity is second to none. DKI looks forward to working with you and your staff and building a strong transparent partnership.





We hope and are confident you will find the information DKICS submitted in this RFP exceeds your expectations, and we look forward to the opportunity to provide excellence in support and service to you and your facilities.

Sincerely,

A handwritten signature in black ink that reads "Patty Testa".

Patty Testa  
Director, Client Administration & Support Services

Enclosures





## ORAL PRESENTATION

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DKI will be happy to travel to and meet with you so we may provide an oral presentation on details regarding DKICS and DKI businesses, our service providers, services, fees, etc. as well as clarify our proposal and/or answer questions.







## ABOUT DKI

DKI has been established in the industry for over 45+ years and is the largest restoration organization in North America, with independently owned locations throughout the United States and Canada.

DKI Restoration, LLC dba DKI Commercial Solutions (DKICS) is one of several companies under the parent company of DKI Ventures LLC.

DKI Ventures LLC is the holding company with wholly-owned interests which also includes Disaster Kleenup International, LLC (DKI), DKI Market Services LLC dba DKI ProSupply, DKI Services LLC, and DKI Consultants LLC dba G2 Consultants & Healthy Home Inspections Services.

DKICS is an aggregator and provider of commercial emergency mitigation and restoration services to property management companies, risk managers, and commercial property owners.

***DKICS provides commercial emergency mitigation and restoration services through our National network of independently owned restoration contractors which DKICS refers to as "service providers." The DKICS service providers are comprised of vetted, experienced, licensed and industry-certified DKI Franchisees aka DKI Member Companies and DKI Affiliate Members.***

*The properties serviced by DKICS service providers include business offices, retail, multi-unit housing (apartments/condominiums/military and college-university housing), educational facilities, state and government facilities, manufacturing facilities and storage/warehouses, hospitals and healthcare facilities, churches, hotels, airports and many more.*

DKI has the highest service standards in the industry. When a disaster strikes, DKI can execute emergency services quickly and professionally. With DKI's strong organizational structure, highly qualified national network of industry-experienced licensed and certified contractors providing expert service, competitive pricing, industry partnerships and resources, along with established DKI businesses and affiliations sets us apart from our competitors in the industry.

DKI provides quality restoration services to insurance, commercial, health facilities, and residential clients, including emergency response, water damage mitigation, fire and







contents cleaning, mold remediation, complete reconstruction, contents and personal property services, environmental/hazardous cleanup, asbestos abatement, oil and chemical spill cleanup, Ebola, MRSA and much more 24 hours a day, 365 days a year. DKI's presence in local areas and nationally, along with the size of our DKI companies, makes our partnerships very successful. DKI contractors are trained, licensed and certified, and on average eight times larger than other local restoration contractors.

For over four decades, DKI has been successfully restoring damaged commercial properties in North America through certified expertise and experience in wind, water, fire, smoke, mold and more. DKI has partnered with national vendor resources and has the manpower, fleets of vehicles and equipment, including but not limited to, large generators, service trucks, semi-tractor/trailers and mobile command centers. Vehicles are fully stocked and ready for immediate dispatch.

Provided are the following which gives more detail on:

- DKI Ventures, LLC business structure -Tax IDs - DnB - Payment References
- DKI Organizational Flowchart
- DKI Employee Organization Flowchart
- W-9 for DKI Services, LLC
- W-9 for Disaster Kleenup International, LLC dba DKI LLC
- W-9 for DKI Restoration, LLC dba DKI Commercial Solutions, LLC
- W-9 for DKI Consultants, LLC dba G2 Consultants



# DKI ORGANIZATIONAL FLOWCHART

## Company Structure



Legal Entity	DBA Name
DKI Ventures LLC	F.K.A. DKI Holdings LLC
Disaster Kleenup International LLC	DKI LLC
DKI Market Services LLC	DKI ProSupply
DKI Restoration LLC	DKI Commercial Solutions LLC
DKI Services LLC	
DKI Consultants LLC	G2 Consultants Health Home Inspections



# DKI ORGANIZATIONAL FLOWCHART



**CHARLES EBERSOLE**  
Chairman & CEO

**Matt Wright**  
President & COO

**Bill Boyce**  
Strategic Initiatives

**Noal Kraft**  
Vice President Operations G2

**Dan Rouse**  
Vice President Operations G2

**Joe Sorce**  
CFO

**Patty Testa**  
Director of Client  
Admin. & Support  
Services

**Matt DeMaio**  
National Channel  
Manager & RSM

**Doug Lynn**  
Director, Franchise

**Kristin Tannhauser**  
Manager, Concierge

**Ken Copeland**  
Director ProSupply

**Lynette Boria**  
ProSupply Specialist

**Bruce Lorenzo**  
RSM, Region I

**Tracey Smith**  
RSM, Region II

**Kyle Smoot**  
RSM, Region III

**Stan Dorak**  
Sr. Manager Marketing  
& Communication

**Chelsea Verissimo**  
Director, Digital  
Marketing

**Michelle Malmstrom**  
Sales & Mkt.  
Coordinator

**Lee Shoop**  
Director Consulting/  
Account Management

**Dan Schroeder**  
National Project  
Consultant

**Tim Fellman**  
National Project  
Consultant

**Shelli Bagwell**  
National Project  
Consultant

**Sandi Taylor**  
National Project  
Consultant

**TBD**  
Manager/CS

**Marisa Ciaccia**  
Senior Project  
Coordinator

**Marissa Santagata**  
Billing Coordinator

**Angela Guzman**  
Project Coordinator

**Ashley Malone**  
Project Coordinator

**Brad Pulliam**  
Project Coordinator

**Mike Herbst**  
VP Of Education &  
Training

**Kim Delapp**  
Administrative  
Assistant

**Matt Harper**  
Senior Project  
Manager

**Andrew Lutz**  
Project Manager

**Ben Marks**  
Project Manager

**Bob Rouse**  
Director

**Reilly Flynn**  
Project Manager

**Andrew Rouse**  
Project Assistant

**Chuck Gustafson**  
Manager, Finance

**Kathy Gaertner**  
Billing Specialist

**Joe McElroy**  
Gen. Acct. Analyst  
(Temp)

**Kelly Emerson**  
Data Integrity/  
Compliance Specialist

**Deb McGuinn**  
Manager, Human  
Resources

**Debbie Masters**  
Accounting  
Supervisor

**Kari Maday**  
A/P Specialist

**David DePaulo**  
Sr. Systems  
Administrator



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### LLC File Detail Report

File Number 04779142  
Entity Name DKI RESTORATION, LLC  
Status ACTIVE

### Entity Information

Principal Office  
25 NORTHWEST POINT BLVD #1000  
ELK GROVE VILLAGE, IL 60007

Entity Type  
LLC

Type of LLC  
Foreign

Organization/Admission Date  
Monday, 19 May 2014

Jurisdiction  
DE

Duration  
PERPETUAL

### Agent Information

Name



**ATI P KHATRI**

**Address**

500 W MADISON ST STE 3700  
CHICAGO, IL 60661

**Change Date**

Tuesday, 22 May 2018

**Annual Report**

**For Year**

2019

**Filing Date**

Monday, 15 April 2019

**Managers**

**Name**

**Address**

CHARLES EBERSOLE  
25 NORTHWEST POINT BLVD #1000  
ELK GROVE VILLAGE, IL 60007

**Name**

**Address**

DEAN PERNISIE  
25 NORTHWEST POINT BLVD #1000  
ELK GROVE VILLAGE, IL 60007

**Name**

**Address**

JEFFREY NEWTON  
25 NORTHWEST POINT BLVD #1000  
ELK GROVE VILLAGE, IL 60007

**Name**

**Address**

DAVID BYERLEY  
25 NORTHWEST POINT BLVD #1000  
ELK GROVE VILLAGE, IL 60007

**Name**

**Address**

DENNY JENSEN  
25 NORTHWEST POINT BLVD #1000  
ELK GROVE VILLAGE, IL 60007

**Assumed Name**

ACTIVE  
DKI COMMERCIAL SOLUTIONS, LLC

**Series Name**

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)



DKI Ventures LLC is the holding company with other wholly-owned interests including:

1. Disaster Kleenup International LLC (DKI), a franchisor that provides education, marketing, and support to its franchisees;
2. DKI Market Services LLC (DBA DKI ProSupply), an entity that coordinates training services, negotiates pricing and rebates with industry suppliers, coordinates industry conferences, and sells DKI trademarked products to approved network contractors of DKI;
3. DKI Restoration LLC (DBA DKI Commercial Solutions LLC), a provider of commercial restoration services to property management companies, risk managers, and commercial property owners;
4. DKI Services LLC, a provider of, among other tasks, certain administrative functions on behalf of its affiliates, including administration and monitoring of all DKI intellectual property;
5. DKI Consultants LLC (DBA G2 Consultants & Healthy Home Inspections Services), a group of specialty consultants in the environmental health and safety sector, which utilizes our network for commercial and residential projects

DKI Ventures LLC financial statements are audited for consolidation purposes. DKI Companies (above) share one common office in Elk Grove Village, IL, an office in Portland, OR and have home-based employees in 12 states that support our operations and visit our franchisees. We have approximately 300 franchise locations throughout the U.S. We use Wintrust Bank for all our entities. Our primary banker is John Paul Hills at (312) 291-2941 or [jhills@wintrust.com](mailto:jhills@wintrust.com).

Employer TINs are shown below:

			<u>NAICS#</u>
DKI Ventures LLC	46-1061214	D&B 07-983-0876	N/A
Disaster Kleenup International LLC	27-4429838	D&B 03-297-7170	236220
DKI Market Services LLC	27-4429458		236220
DKI Commercial Solutions LLC	27-4429149	D&B 08-081-1977	236220
DKI Services LLC	27-4438557	D&B 07-838-6114	236220
DKI Consultants LLC	83-2346816		541620

The following trade references may be used to verify payment history:

Farbman Group 209 Jackson Suite 600 Chicago, IL 60606 Contact: Steve Waight <a href="mailto:waight@Farbman.com">waight@Farbman.com</a>	Phoenix Solutions, LLC 555 Market St. Ste 200 Canton, OH 44702 Contact: Ray Berkta; <a href="mailto:ray@phoenixsolutions.io">ray@phoenixsolutions.io</a>
BCBS – Health Care Services Corp 25550 Network Place Chicago, IL 60673	Xactware PO Box 30196 New York, NY 10087 Contact: Randy Ohran <a href="mailto:rohran@verisk.com">rohran@verisk.com</a>

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**DKI Services LLC**

2 Business name/disregarded entity name, if different from above

**DKI Services LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.

**25 Northwest Point Blvd. Ste 1000**

6 City, state, and ZIP code

**Elk Grove Village, IL 60007**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

2 7 - 4 4 3 8 5 5 7

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Arnold A. Cap*

Date ►

*1/1/2019*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Disaster Kleanup International LLC**

2 Business name/disregarded entity name, if different from above  
**DKI LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b>				

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions:  
**25 Northwest Point Blvd. Ste 1000**

6 City, state, and ZIP code  
**Elk Grove Village, IL 60007**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	4	4	2	9	8	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Donald A. Cap* Date ► *1/1/2019*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

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1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**DKI Consultants LLC**

2 Business name/disregarded entity name, if different from above

**G2 Consultants**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

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(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**25 Northwest Point Blvd. Ste 1000**

6 City, state, and ZIP code

**Elk Grove Village, IL 60007**

7 List account number(s) here (optional)

Requester's name and address (optional)

physical address:

**6 Centerpoint Dr Ste 440**

**Lake Oswego, OR 97035**

## Part I Taxpayer Identification Number (TIN)

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Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 3 - 2 3 4 6 8 1 6

## Part II Certification

Under penalties of perjury, I certify that:

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- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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Sign  
Here

Signature of  
U.S. person ►

*Donald A. Gp*

Date ►

*1/1/2019*

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- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## SERVICES

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Included is our DKI Commercial Solutions brochure which provides information on our organization, benefits to your organization, processes, 24/7/365 services, capabilities, technology, and benefits of DKI's national vendor partnerships.

Services include, but are not limited to the following 24 hours a day, 365 days a year:

- Emergency response
- Complete reconstruction
- Water damage mitigation
- Mold remediation
- Fire and smoke/odor removal
- Contents pack-out and asset tracking, cleaning, storage, and pack-back
- Board up
- Sand bagging
- Roof tarping
- Sand and ice blasting
- Carpet cleaning and flooring
- Electrical
- Plumbing
- Document restoration
- Electronics cleaning
- HVAC services
- Debris removal and disposal including recording items removed.
- Temporary power/generators/refrigerants
- Environmental/hazardous cleanup
- Asbestos abatement
- Lead abatement
- Oil and chemical spill cleanup
- Natural disaster response, support and cleanup.
- Infectious disease control (i.e., Ebola and MRSA)







Also included is information for DKI's G2 Consultant's business which broadens the direct service DKI offers for industrial hygiene, occupational and environmental health and safety consulting, and DKI's GSA awarded Schedules.

DKI's G2 Consultants services include, but are not limited to the following 24 hours a day, 365 days a year:

- Indoor Environmental/Air Quality Assessments
- Health Complaint Assessments
- Odor Complaint Assessment
- Mold & Water Intrusion Concerns (Assessment, Air Monitoring, Clearances, Etc.)
- Asbestos & Lead Inspection & Assessment
- Abatement Project Design
- Specifications/Bid Forms
- Project Management/Oversight
- Air Monitoring/Exposure Assessments
- Clearance Testing
- CAD Generated Plans
- Turnkey A (Assessment, Remediation Mgmt., Reconstruction)
- Turnkey B (Inspection, Abatement Specification, Bid, Project Mgmt., Air Monitoring, Clearance, Closeout)
- Universal Waste Identification (Built Environments)
- Hazard Assessment Safety Plans
- Operations & Maintenance Plans (O&M)
- EPA RRP Level Inspection/Clearance
- Workplace Exposure Assessments
- Personal Noise Dosimetry and Facility Sound Level Surveys
- Chemical Exposure Assessments and Inspections
- Dust and Particulate (e.g. crystalline silica, wood dust, etc.)
- Metals (e.g. welding fumes, hexavalent chromium)
- Remediation Project Design
- Exposure/Process Monitoring
- Sample Analysis
- OSHA Response



STORM DAMAGE



FIRE & SMOKE



WATER DAMAGE



CATASTROPHE RESPONSE



INFECTIOUS DISEASE CONTROL



**RESTORING PROPERTY**  
SINCE 1974

INNOVATION & TECHNOLOGY



ENVIRONMENTAL REMEDIATION



TREE REMOVAL



PERSONAL PROPERTY RESTORATION







DKI Commercial Solutions is North America's largest disaster restoration contracting organization. With over 550 locations throughout the United States and Canada, DKI has the highest service standards in the industry. When a disaster strikes, DKI can execute emergency services quickly and professionally.

## HERE'S WHY YOU WANT TO USE DKI:

- Available 24 hours a day, 365 days a year
- Response time of 2 hours or less for emergency services
- Proprietary claims processing platform
- Over \$2.3 billion in restoration work annually
- Largest inventory of equipment in North America
- Unparalleled coverage with over 550 service locations
- One in six Certified Restorers® is a DKI Franchise
- Dedicated Project Manager, from DKI Corporate, assigned to every loss

DKI Commercial Solutions is dedicated to ensuring a smooth and comprehensive recovery of your property throughout the entire mitigation and restoration process. Our years of experience have given us the ability to complete the most extensive large loss recovery projects.

DKI Commercial Solutions provides local recovery and restoration solutions with the strength and expertise of national resources to help get you back into business quickly. DKI Commercial Solutions is available to each and every client through our 24 hours a day dedicated emergency response support center, staffed by our certified & trained DKI Commercial Solutions Team.

DKI Commercial Solutions has the expertise to allocate the manpower, equipment and all the necessary resources for any size loss. Whether man-made or a force of nature, DKI comes to your rescue for water, wind and fire damage recovery.

## SERVICES OFFERED:

- |   |   |   |
|---|---|---|
| • Water Extraction and Restoration      | • Structural Drying and Dehumidification            | • Reconstruction and Capital Improvements |
| • Fire and Smoke Damage Restoration     | • Restoration of Electronics, Equipment & Machinery | • Power Generation Supply and Resources   |
| • Mold Remediation and Decontamination  | • Biohazard and Hazardous Material Clean Up         | • Board Up, Shoring and Barrier Erection  |
| • Storm and Wind Damage Restoration     | • Blood Borne Pathogen Clean Up                     | • Consulting and Project Management       |
| • Structural Cleaning and Deodorization | • Document Freeze Drying and Record Recovery        | • Pre-Disaster Planning and Site Survey   |
|   |   | • HVAC and Duct Cleaning                  |
|   |   | • Contents Restoration                    |





## 24-HOUR EMERGENCY SERVICES

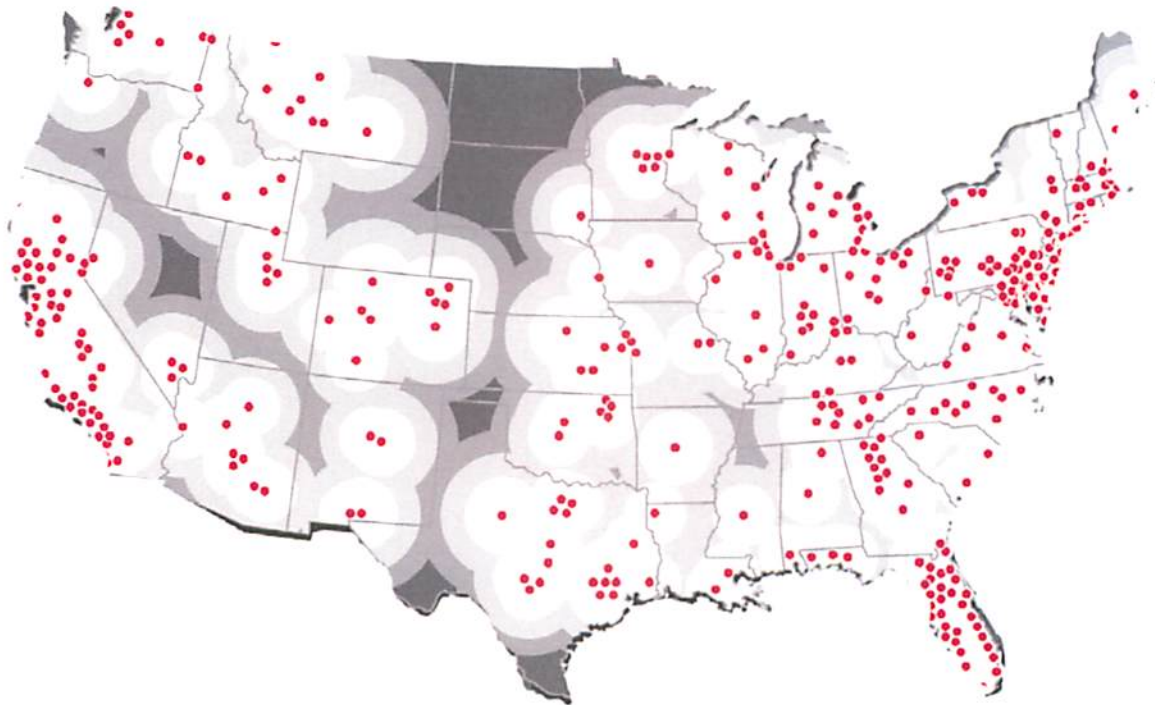
DKI is on call to respond with emergency restoration services. Anytime of day or night, all calls are answered by a dedicated DKI team member. Immediately DKI can dispatch a work crew that has experience in dealing with commercial properties of all sizes.

For over four decades, DKI has been successfully restoring damaged commercial properties in North America. Our Emergency Response Teams are available 24 HOURS A DAY, 7 DAYS A WEEK -- with fleets of vehicles and equipment, including but not limited to, service trucks, semi-tractor/trailers and mobile command centers. Vehicles are fully stocked and ready for immediate dispatch.

All of these services combine to provide our clients with the fastest possible response including our Rapid Response guarantee, when you need us the most. DKI's proven track record has made it North America's leading restoration contractor for retail stores, malls, universities, worship centers, hotels, multi-family housing properties, financial institutions, manufacturing & industrial plants, healthcare facilities, government buildings, hospitality & resort facilities.

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## DKI RESPONSE LOCATIONS



24 Hour Emergency Response Line

**866-277-2977**

[www.dkiservices.com](http://www.dkiservices.com)

## NATIONAL STRENGTH & POWER THROUGH NUMBERS



## 24/7/365 AVAILABLE SERVICES

### PROPERTY DAMAGE AND RESTORATION SERVICES

WATER DAMAGE RESTORATION  
FIRE & SMOKE RESTORATION  
MOLD REMEDIATION  
RECONSTRUCTION

### CONTENTS & PERSONAL PROPERTY SERVICES

FINE ART RESTORATION  
CONTENTS PACK-OUT & CLEANING  
FABRIC RESTORATION  
DOCUMENT RESTORATION  
ELECTRONICS RESTORATION

### CONSULTING

ROOFING AND PLUMBING  
ENVIRONMENTAL/HAZARDOUS CLEANUP  
CLEANING & ODOR CONTROL  
BOARD UPS, ROOF TARP'S, COVER UPS  
TREE REMOVAL & HORTICULTURAL ASSESSMENTS

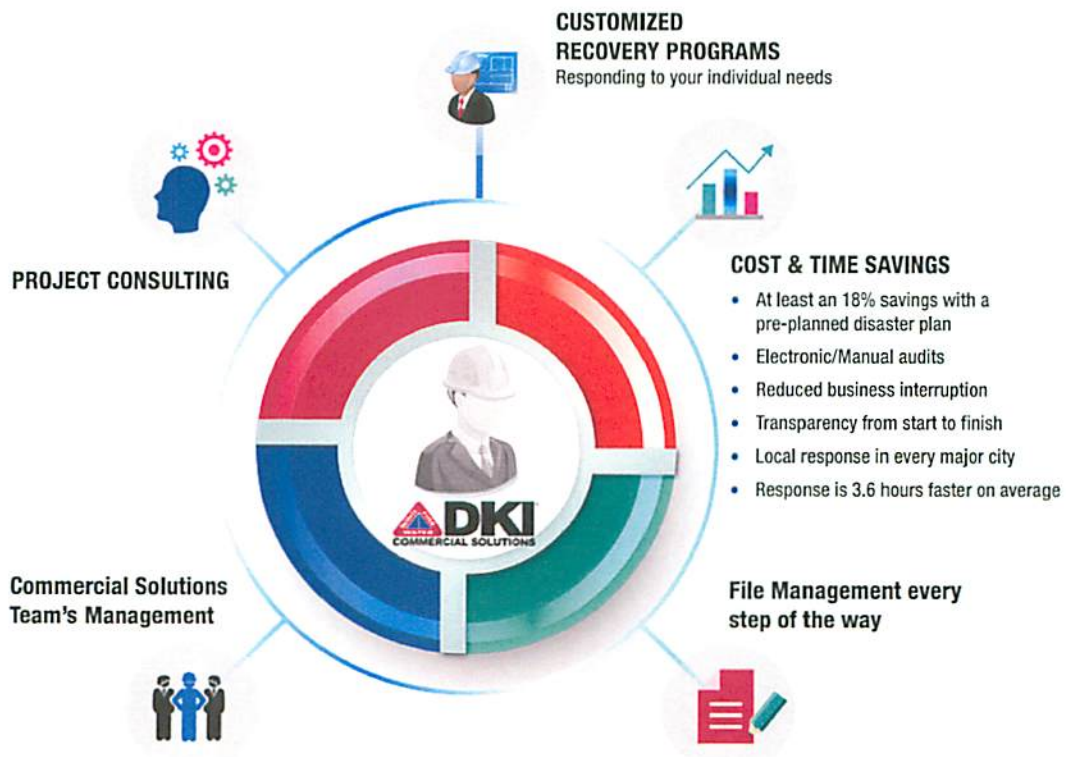
ASBESTOS  
MARINE  
OIL SPILLS CLEANUP  
CHEMICAL SPILLS CLEANUP  
HOME HEATING OIL  
COMPUTER RESTORATION  
DATA RESTORATION  
BLOOD BORNE PATHOGENS  
LAB PACKING  
ARCHIVAL RESTORATION  
TEMPORARY POWER  
BIOHAZARD  
EBOLA  
MRSA  
LEGIONELLA  
H1N1  
DRUG LAB CLEANUP



## MITIGATION & RESTORATION PROCESS



## BENEFITS







How quickly you respond to an emergency will determine both your financial impact and recovery time. Disaster can strike in an instant and when you least expect it. That is why you need North America's largest disaster restoration

contracting organization on your side. With a **CODE RED** Emergency Response program in place, you can rest assured that any emergency, large or small, we will dispatch our local response team 24/7.

## CODE RED GUARANTEES

Preferred treatment and call escalation in the event of a large scale disaster or weather event

2 hour response time for emergency services

A dedicated account team that works with you through the entire loss and recovery process

The most qualified contractors to restore your property to pre-loss conditions, efficiently and effectively

## CUSTOMIZE YOUR CODE RED PROGRAM

Utilize a program that is personally developed to fit your needs. Our staff will work with you to review your needs and requirements and build a specialized program from the ground up that is best suited to fulfilling your company.

## CODE RED BENEFITS

1. DKI Commercial Solutions partners with you to meet the specific needs of your company.
2. We manage every loss with a dedicated DKI Commercial Solutions Project Manager.
3. There is a centralized audit and review team providing manual and electronic reviews to insure accuracy, consistency and transparency for every claim.
4. Site surveys and assessments are performed on a sampling of your locations to familiarize DKI Commercial Solutions with your portfolio and potential risk.
5. All invoicing and back-up documentation originates from DKI Commercial Solutions with two audits performed on the documentation prior to your reviewing it.
6. Continuing education on **CODE RED** programs is offered on a personal, onsite and/or web-based forum.
7. These benefits allow you to participate in email campaigns on weather events, storm tracking and other educational issues in your area.

## INNOVATION

DKI Commercial Solutions is committed to staying at the leading edge of innovation and trends in the restoration industry. Certified professionals seek out and implement the latest technology in construction services and tools as well as new solutions to old problems.

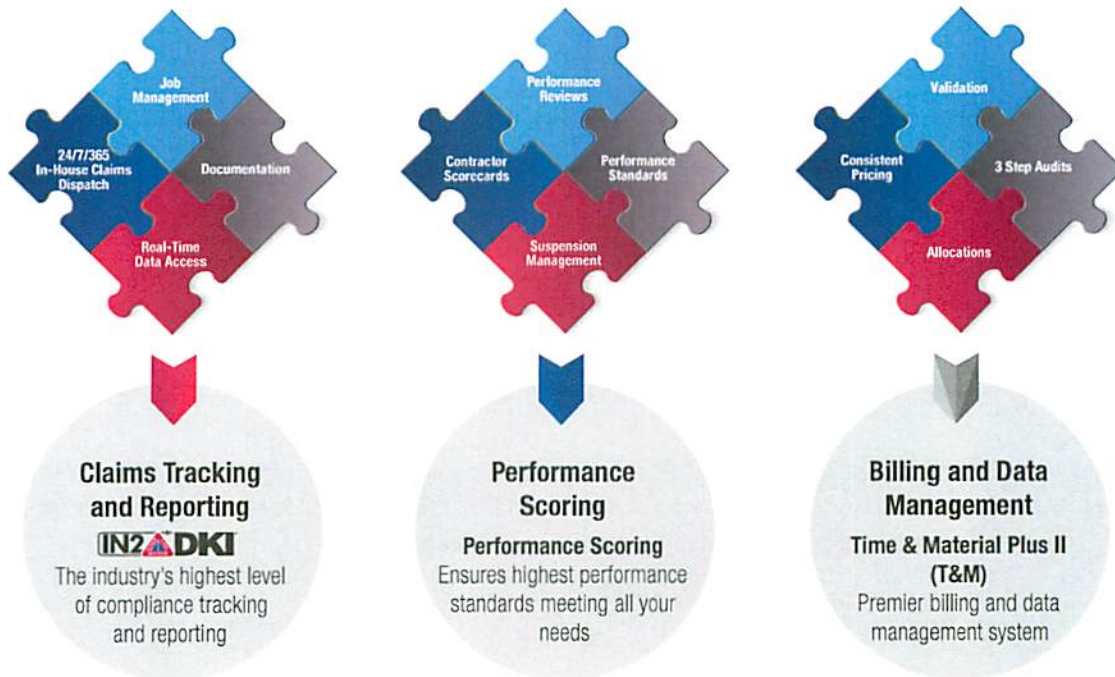
**IN2DKI**, its latest computer tracking system, provides everything from insurance claim billing to weather forecasts.

The **DKI ProSupply network** is a large and informative source of professional consultants that allows DKI Commercial Solutions to stay on top of the growing list of innovative tools and applications that increase quality, safety and money in real-time.





## QUALITY ASSURANCE



DKI Healthcare Services provides full-scale and turnkey emergency services, disaster restoration, and reconstruction services. Our ICRA trained and certified staff are uniquely qualified and equipped to perform ICRA Class III & IV containment and risk management.

DKI can perform high-level disinfection (C.diff, Ebola, MRSA, VRE, etc.), terminal clean, and outbreak response.

DKI works directly with the hospital's General Contractors removing the burden, liability and expense of ICRA barrier construction and negative air management from the "general contractor's tradesmen".

- Superior risk management, preventing Healthcare-Associated Infections (HAIs)
- Less operational disruption during containment installation and dismantle than current temporary containment materials
- Containment that is sound attenuating, attractive, clean, and reusable
- Installation of 100 liner feet of containment in only 1 hour
- Provides a better patient experience

## OPTIMAL INFECTION CONTROL

CONTAINMENT & DISINFECTION/DECONTAMINATION







DKI Members are supported by DKI ProSupply, a network of a top tier vendor sponsors who provide national account pricing, service solutions and strategic partnerships to our members. DKI ProSupply has relationships in all aspects of running a restoration company, from manufacturers of equipment and supplies to the top wholesalers in the industry and key partners on the operational side of the business. Our members are never alone and benefit greatly from the Expertise, Support and Experience of Sponsor Partners.

### ACCESS TO DOZENS OF NATIONALLY RECOGNIZED NAME BRAND VENDORS



### CLAIM SUPPORT CENTER:

DKI Commercial Solutions

Emergency Response Line: 866.277.2977

Fax: 630.350.9354

[www.dkiservices.com](http://www.dkiservices.com)





G2 Consultants, a subsidiary of DKI Commercial Solutions, is a full-service industrial hygiene, occupational and environmental health and safety consulting firm. We provide services to private, government and public sector clients. G2 is experienced in all aspects of regulatory compliance consulting, health hazard evaluations, risk assessment, waste management and indoor air quality evaluations. G2 is experienced in all aspects of regulatory compliance consulting, health hazard evaluations, risk assessment, waste management and indoor air quality evaluations. We bring a fresh and innovative approach to our clients throughout the country with our team of industrial hygiene experts, both internally and through our network of professionals. We at G2 truly manage and oversee every project we take on.

G2's team will provide the services you require and tailor them to your project specifications.

#### **PRIMARY SERVICES OFFERED**

Industrial Hygiene Consulting  
Health & Safety Consulting  
Hazardous Materials Identification/Assessment  
Indoor Environmental Quality  
Training  
Workplace Assessments

#### **OPERATIONS CODES (NAICS/SIC)**

**Primary Operation: NAICS-541620 SIC-8999, 8741**  
(Environmental/ Industrial Hygiene Consulting Services)  
541350 (Building Inspection Services)  
541380 (Testing Laboratories)  
541690 (Other Scientific & Tech. Consulting Services)  
541990 (Other Prof., Scientific & Tech. Services)

#### **SPECIFIC SERVICE OFFERINGS**

##### **Health & Safety**

Risk Audits  
Site Safety Plans  
Job Hazard Analysis  
Workers Comp Audits  
Workplace Exposure Assessments

##### **Industrial Hygiene**

Hazard Inspection & Assessment  
Remediation Project Design  
Monitoring  
Sample Analysis  
Indoor Environmental Quality

##### **Asbestos**

Inspection & Assessment  
Abatement Project Design  
Specifications  
Project Management/Oversight  
Air Monitoring  
Clearance Testing  
Hazard Awareness Training  
CAD Generated Plans  
Hazard Assessment Safety Plans  
Operations & Maintenance Plans (O&M)

##### **Lead-Based Paint**

Inspection & Assessment (XRF, Bulk, Dust, Soil, Water)  
Abatement/Stabilization Project Design  
Specifications  
Project Management/Oversight  
Air Monitoring/Exposure Assessments  
Clearance Testing  
Hazard Awareness Training  
HUD Level Inspection/Assessment  
EPA RRP Level Inspection/Clearance  
Operations & Maintenance Plans (O&M)

*Our Mission ~ To provide practical and cost-effective solutions for our clients environmental/ industrial hygiene consulting and health & safety needs, with emphasis on integrity and professionalism.*

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## **SPECIFIC SERVICE OFFERINGS CONT.**

### **Mold/Fungal**

Inspection & Assessment  
Remediation Project Design  
Specifications  
Project Management/Oversight  
Air Monitoring  
Clearance Testing  
Hazard Awareness Training  
Operations & Maintenance Plans (O&M)

### **Additional Services**

24/7 Emergency Response  
Disaster Response Throughout the U.S.  
OSHA/MSHA Compliance Consulting  
Universal Waste Identification (Built Environments)  
Construction Defect Litigation Expert  
Respirator Fit Testing (Qualitative/Quantitative & Grade D)  
Training (Awareness & 24hr HAZWOPER)  
Radon Testing

## **KEY PERSONNEL**

Noal Kraft, CIEC, CMC - Vice President  
Dan Rouse, CIEC, CMC - Vice President  
Bob Rouse - Director  
Matt Harper, CIH, CSP - Sr. Project Manager

28 Years Ind. Hygiene/H&S/Const. Experience  
24 Years Ind. Hygiene/H&S/Const. Experience  
31 Years Construction/EHS Experience  
12 Years Industrial Hygiene/Safety Experience

Email: noal@g2ci.com  
Email: dan@g2ci.com  
Email: bob@g2ci.com  
Email: matth@g2ci.com

## **CERTIFICATIONS & LICENSES**

Certified Industrial Hygienist  
Certified Safety Professional  
Certified Indoor Environmental Consultant  
Certified Mold Consultant  
Hazmat Worker

Asbestos Inspector (EPA, as well as multi-state)  
Asbestos Designer (EPA, as well as multi-state)  
NIOSH 582 (PCM Sample Analysis)  
EPA RRP Certified Renovator  
Lead-Based Paint Inspector & Assessor

## **OFFICES:**

### **PORTLAND**

16869 SW 65th Ave. #15  
Lake Oswego, OR 97035  
Tel: 888.998.4224  
Fax: 888/887.6422  
Email: info@g2ci.com

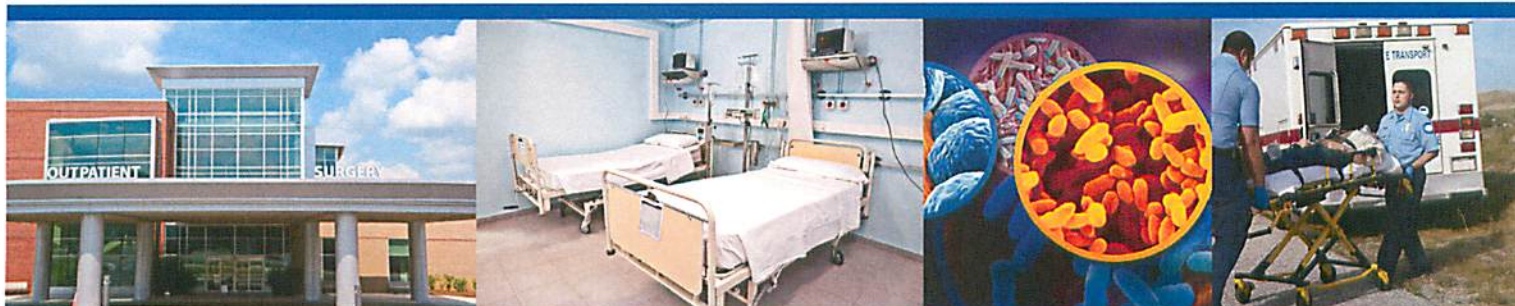
### **CHICAGO**

25 Northwest Point Blvd. Suite 1000  
Elk Grove Village, IL 60007  
Tel: 888.998.4224  
Fax: 888.887.6422  
Email: info@g2ci.com

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*Our Mission ~ To provide practical and cost-effective solutions for our clients environmental/ industrial hygiene consulting and health & safety needs, with emphasis on integrity and professionalism.*





## MAINTAIN A SAFE ENVIRONMENT FOR PATIENTS, FAMILIES, STAFF, & PRACTITIONERS






DKI Healthcare Services provides full-scale and turnkey emergency services, disaster restoration, and reconstruction services. Our ICRA trained and certified staff are uniquely qualified and equipped to perform ICRA Class III & IV containment and risk management.

DKI can perform high-level disinfection (C.diff, Ebola, MRSA, VRE, etc.), terminal clean, and outbreak response.

DKI works directly with the hospital's General Contractors removing the burden, liability and expense of ICRA barrier construction and negative air management from the "general contractor's tradesmen".

## BOTTOM LINE BENEFITS



-  Superior risk management, preventing Healthcare-Associated Infections (HAIs)
-  Less operational disruption during containment installation and dismantle than current temporary containment materials
-  Containment that is sound attenuating, attractive, clean, and reusable
-  Installation of 100 liner feet of containment in only 1 hour
-  Provides a better patient experience

[www.dkiservices.com](http://www.dkiservices.com)





## OPTIMAL INFECTION CONTROL

### CONTAINMENT & DISINFECTION/DECONTAMINATION

Utilizing containment systems with disinfection/decontamination technologies, in tandem with the development of Infection Control Risk Assessment (ICRA) protocols, provides optimal risk management and infection control procedures and results. DKI Healthcare Certified technicians use only the most effective and innovative technologies. The STARC Reusable Containment System is perfectly paired with the SteraMist BIT Disinfection/Decontamination System to ensure a safe environment for patients, families, staff, and practitioners.

## STARC<sup>®</sup> SYSTEMS

Simple Telescopic  
Airtight Reusable Containment



Developed in the healthcare construction environment, the STARC<sup>®</sup> modular containment system utilizes a number of interchangeable components to create a safe, secure, dustless separation wall for many uses, including construction renovation, critical care isolation or temporary isolation applications.

The all metal reusable modules, designed for maximum durability, ruggedness, doorways and wall interfaces, along with the anchoring brackets, provide a complete toolkit to handle any containment scenario.

## STERAMIST<sup>™</sup>

POWERED BY BINARY IONIZATION TECHNOLOGY<sup>®</sup>



Developed for first responders as a result of the post 9/11 Anthrax attack on the USPS, SteraMist and its BIT Solution is an EPA registered hospital/healthcare disinfectant/decontaminant with numerous applications in the healthcare space.

The SteraMist BIT process quickly inactivates microbial pathogens by destroying proteins, carbohydrates, and lipids on contact (via oxidation), which results in killing bacteria, bacteria spores, and mold spores including the inactivation of viruses on contact.





## FEES

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### PRICING FOR SERVICES PROVIDED

DKI has provided our CODE RED "DKI Commercial Solutions Price List Terms and Conditions" so that we propose consistent national pricing for our client's locations and all DKICS clients. The CODE RED price list will remain valid for one hundred and eighty (180) days from the date of delivery of the proposal to our client. The DKICS price list provides detail pricing on Labor Rates and Labor Provisions (including overtime, state-specific, union, and other rate-specific information), Equipment, Vehicles, Communications, Safety Equipment, Consumables, and Additional Provisions.

For all mitigation and remediation services, pricing via the "DKI Commercial Solutions Price List Terms and Conditions" is utilized.

For all reconstruction/repair services, DKI utilizes the industry-appropriate Xactimate pricing table assigned to the zip code associated with the address of the location where repairs are needed.

### ANNUAL RETAINER FEE

DKICS does not charge an annual retainer fee. DKICS clients benefit from:

- DKICS dedicated 24/7/365 toll free claims reporting hotline phone number and email address.
- DKICS dedicated and experienced 24/7/365 call center support staff.
- Standard Operating Procedure for reporting losses.
- Training and access to DKICS web-based, real-time, state-of-the-art loss tracking job management tool called IN2DI powered by Phoenix (see enclosed DKI/Phoenix slick).
- 24/7/365 dedicated support by the DKICS Operations Team which includes an assigned and dedicated DKICS Consultant and Coordinator.





# PRICE LIST TERMS & CONDITIONS

## **DKI Commercial Solutions, LLC**

25 Northwest Point Blvd., Suite 1000  
Elk Grove Village, IL 60007

**24 HOUR HOTLINE: 866.277.2977**

**[www.dkicommercial.com](http://www.dkicommercial.com)**

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This rate schedule remains the property of DKI Commercial Solutions. It may be legally privileged and is considered confidential information. It is intended to be viewed by the client and/or the client's insurance company and insurance adjuster only. This rate schedule may not be reproduced, copied or distributed without prior written consent of DKI Commercial Solutions. Furthermore, DKI Commercial Solutions directly demands that this rate schedule or any part of this document remain confidential.

For all mitigation and remediation services, "DKI Commercial Solutions Price List Terms and Conditions" apply.

For all reconstruction/repair services, DKI will utilize the appropriate Xactimate pricing table assigned to the zip code associated with the address of the location where repairs are needed.





**OTHER LABOR PROVISIONS:**

1. **Labor Hours** - All labor hours reflect portal to portal. Standard Business hours shall be defined as hours worked from 7am-5pm Monday-Friday. Overtime hours shall be defined as hours worked from 5pm-7am Monday-Friday, Saturday and Sunday. Overtime rate will be billed at one and one half (1.5) times the rate schedule. In the event Contractor is required to pay double time for any work performed by all classifications, pursuant to state or federal law are the terms of the collective bargaining agreement, the rate for such labor hours shall be 2.0 times the rate schedule above. Holidays are charged at two times (2.0) the rate schedule amounts. Labor final total will include a 20% mark up to the subtotal in Healthcare facilities that require special accreditation (ICRA, ASHRAE, etc.). This will be applied only to the employees with proper certifications/accreditation.
2. **Labor Hours** – The following states may have a multiplier of 1.5 – 2.0 applied to all hourly rates. Hawaii, Alaska, Los Angeles, San Francisco, Chicago, Washington D.C. and New York (100 mile radius of Manhattan). Work performed in Canada will be subject to increased local labor rates and appropriate tax for services rendered.
3. **Union Labor Rates** - If union labor is needed/requested, labor rates will be itemized within the estimate.
4. **Restocking, Disinfection /Sterilization** – Any and all labor time spent with restocking, disinfection/sterilization will reflect within the estimate.
5. **Stand By Charges** - When circumstances beyond our control require DKICS franchise to stand-by, a minimum charge of six (6) hours, at applicable rate charges shall be charged. Per diem and lodging shall be charged under the same circumstance.
6. **Resource Management Fees** - A resource management fee will be charged by DKICS franchise for the management of client's labor force or temporary labor force at a rate of three dollars (\$3.00) per hour per man.
7. **Additional Costs.** An additional cost (i.e. a catastrophe surcharge) equal to 5% of the total billing will be added to all billing to capture the significant costs required in the coordinated response to a catastrophic event which are not specifically addressed elsewhere in the rate schedule. Examples of these charges would be management, administrative support, warehousing, multiple office coordination, procurement and support.
8. **Legal Rates** – These rates and provisions are predicated upon Contractor standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage and hour laws or collective bargaining agreements which modify Contractor standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.





#### **ADDITIONAL PROVISIONS**

- 1.A1. All above equipment rates shall apply to all equipment regardless of ownership and/or re-rented by DKICS franchises. The equipment rental period is charged from the date ordered through the date returned regardless of use or when delivered to the Project. In certain events, Generators/Electrical Equipment, stated above may require a Pre-Rental Fee (equipment rented prior to loss) and be charged by DKICS franchises. Environmental Fee(s) and or Rental Protection Fee(s), at a rate not to exceed 18% may be applied to the Project. During certain events, all generators will require a minimum of (7) seven day rental period. Equipment utilized on the project, which is not on this rate sheet, will be charged at a rental cost plus 20% mark up.
2. **Consumables and Materials:** All consumables/materials utilized on the project, which are not on this rate sheet, will be charged at a cost plus 20% mark up. DKICS reserves the right to change the rates of consumables when affected by market conditions.
3. **Taxes, Permits and Fees:** The rates contained in this Schedule are exclusive of all federal, state and local taxes, and associated permits or fees. Those Taxes, Permit costs and Fees shall be billed by the DKICS franchise to the customer, and shall be compensated for all such costs on the basis of actual costs incurred for such items plus 20% contractor mark-up. If the customer is Tax Exempt, it must make the company aware of this exemption, and provide the company with copies of all such supporting Tax Exempt status. Any Tax, Permit or Fee incurred by the company prior to such notification of a Tax Exempt status, shall be reimbursed to the DKICS franchise by the customer.
4. **Subcontracted Services, including Freight & Transportation:** Subcontracted Services, with the exception of labor services, are those outside services provided within the scope of the project, and incurred by the DKICS franchise in its execution of the project. Such expenses shall be billed to the customer at the amount billed by the Subcontractor, plus 20% contractor markup.
5. **Lodging & Per Diem:** DKICS franchises shall be compensated for its costs incurred for lodging. Such costs shall be documented and shall be billed to the Client at the invoiced amount, plus twenty percent (20%). Meal Per Diem will be \$40.00 per person per day. DKICS franchises may provide supplemental food and water when local resources are unavailable, but still bill the normal per diem cost of \$40.00. In certain events, temporary lodging facility/"man-camps" may be required and such lodging facility/"man-camps" shall be billed to the Client at the amount billed to DKICS franchise, plus twenty percent (20%).
6. **Fuel and Delivery:** Any equipment requiring fuel (diesel/propane/natural gas/gasoline/etc.) and the delivery of said fuel shall be billed to the client at invoiced amount, plus 20% contractor mark up. In the event the DKICS franchise supplies its own fuel same local rates and mark ups apply.
7. **Documentation of Charges:** DKICS franchise will provide itemized summaries and/or receipts as documentation of charges under this Rate Schedule. All charges will be itemized on forms used by DKICS and Client agrees to pay from said forms.
8. **Small Tools and Miscellaneous Consumables:** Small tools include, but not limited to, the following: hammer, screw driver, pry bar, utility knife and other small hand tools. Miscellaneous consumables include items that are not scheduled on the rate sheet and retail for less than \$5.00. Such items include, but not limited to, the following: razor blades, drill bits, alcohol wipes, moisture meter needles and other miscellaneous consumables necessary to complete the project. Above mentioned items will be charged a onetime fee, at a rate of 3% of labor total.

**PRICE CHANGES:** We reserve the right to change prices and add items to this schedule upon written notice.

**Note:** All above items are subject and pursuant to federal, state and local tax laws.

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## QUALITY, WARRANTY, LICENSE AND CERTIFICATIONS, AND INSURANCE

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### QUALITY

DKICS selects only the most qualified service providers in the country who go through a thorough vetting process. DKICS ensures our clients receive the best in quality service and support.

The service providers must prove they are experienced, certified and licensed. This is explained in detail "QUALIFICATIONS AND EXPERIENCE" and "DKICS Service Provider Qualifications".

DKICS conducts a follow up with each client to ensure their satisfaction with the DKICS team, DKICS service provider and DKICS communication, technology and process.

### WARRANTY

DKICS service providers are required to provide a three-year workmanship warranty on all materials and work performed for DKI clients and further represents and warrants that all materials will be of good quality.

### LICENSE AND CERTIFICATIONS

As part of the DKI service provider vetting process, DKI ensures each DKICS service provider:

- Produces their business and GC license if applicable by state.
- Has been EPA Lead Certified.
- Has IICRC certified staff.
- Company is IICRC certified.

### INSURANCE – CERTIFICATE OF INSURANCE (COI)

#### DKI Businesses

DKI Ventures LLC, DKI Restoration LLC dba DKI Commercial Solutions LLC and DKI Consultants LLC dba G2 Consultants maintains insurance of such types and amounts that are necessary to cover our responsibilities and liabilities on each





client job (see enclosed sample COI's). DKI will add endorsements and additional insureds as requested by our client and provide the compliant COI upon award of this RFP and prior to commencing the work requested.

DKI is covered under an insurance policy via our insurance producer J. Smith Lanier and insurers being Colony Insurance Company and Cincinnati Insurance Co. These carriers are rated A or better by A.M. Best.

#### **DKICS Service Provider**

DKICS service providers and subcontractors are required to maintain insurance and stay current and in compliance with insurance of such types and amounts that are necessary to cover their responsibilities and liabilities on each DKICS client job (see enclosed sample COI with coverage and limits required of DKICS service providers and subcontractors to be in DKICS compliance).

DKICS requires each service provider to submit a copy of their COI to the DKICS office where DKICS maintains a copy and enters the service provider COI required insurance policy coverages, limits and expiration data into our internal tracking system.

DKICS Compliance Team tracks insurance compliance of each of our service providers via our automated tracking database. All DKICS service providers receive communication from the DKICS Compliance Team 30 days prior to insurance expiration reminding them that DKICS must have a compliant and current COI at our office prior to their COI expiration date. The COI must be in compliance with DKICS insurance requirements. If the service provider is not in compliance, they are suspended from receiving a DKICS client loss until the compliance issue has been corrected with proof of documentation is obtained by DKICS.







## DKI Repairs Large Food Packaging Facility After Heavy Rains

**Loss Type:** Flood Damage  
**Channel:** Manufacturing Facility  
**Location:** St. Louis County, MO  
**Date:** May 2017



### PROBLEM:

Continuous torrential rain from April 28 through May 1, 2017 in the St. Louis, MO area caused heavy flooding to a 350,000 square foot food packaging facility in Pacific.

### SOLUTION:

After impressing Graphic Packaging with their high level of performance from a former job, DKI was called on scene to help restore the facility's latest damage. The team immediately assessed the damages, and put a plan into action. They began by removing and cleaning all waterlogged furniture from 45 different areas, including:

- Storage facilities
- Production space
- Cafeteria
- Offices
- Maintenance rooms



The repairable contents were kept in storage pods to remain onsite. Bobcats were used to move the unsalvageable contents. All storage and locker systems that could be saved were also relocated to a staging area for cleaning. Commercial negative air units and commercial dehumidifiers were used to remove the moisture and dry out the contents and structure.

While performing demolition of built-in casework that was damaged by the floods, unexpected mold was discovered. DKI removed the drywall, performed structural drying and cleaning, and completed encapsulation of masonry walls. Containment of 127-linear feet was built for the drying and encapsulation process to maintain a clean environment. The team also removed the vinyl (VCT) tile and performed demolition of the raised subfloor in two of the entrance areas.

Throughout the process, DKI worked around the clock for entire weeks until the project was completed. They overcame all challenges, including completing substantial work within just one week, and keeping all areas food-grade clean since the client produces packaging for food consumables.





## DKI Rebuilds Euclid Apartments After Adolescent Fire Accident

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Loss Type:	Fire Damage
Channel:	Multi-Level Housing
Location:	Cleveland, OH
Date:	September – December 2017

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### PROBLEM:

The evening of Sunday, September 17, 2017, a fire engulfed apartment 03-009 of Euclid Apartments in Euclid, OH. The fire, allegedly caused by a child playing with matches, affected both levels of the apartment with either smoke or fire damage.

### SOLUTION:

DKI was onsite by midnight to assist immediately. With the residents vacated and open communication with the apartment's management, the team performed a thorough inspection of the apartment. They gutted and completely rebuilt the upper level, while also partially tearing down and rebuilding the lower level. In addition, DKI refinished and repainted all areas.



*"Work is well above the quality of other vendors we work with."*

- Maintenance Manager







## DKI Repairs Damages From Sewer Backup

Loss Type:	Hazmat/Water Damage
Channel:	Multi-Level Housing
Location:	Cortland, IL
Date:	May – August 2017

### PROBLEM:

A sewer backup at Cortland Estates Apartments in Cortland, IL caused sewage and water damages to six of its units.

### SOLUTION:

DKI received their client's call and was on scene right away to inspect the damages and contamination for appropriate cleaning and disinfection services. Immediately, the team removed all salvageable and non-salvageable contents from all six affected units to be relocated for proper cleaning or disposal. Due to sewage contamination, DKI also removed all drywall, paneling and carpets from each unit to be repaired. Then, the team began the dryout and water remediation process.

All flooring and walls were repaired. DKI was responsive, timely, and provided a cost effective solution to the client.







## QUALIFICATIONS AND EXPERIENCE

### FIRM, SERVICING OFFICE AND INDIVIDUAL TEAM – WE WORK AS “ONE”

DKI has the manpower, expertise, and resources to service our clients for daily small to large losses and in the event of a catastrophe. DKI's track record of providing high quality service, market expertise, transparency, and integrity is second to none.

DKI provides local recovery and restoration solutions with the strength and expertise of national resources to help get you back into business quickly.

DKI is on call to respond with emergency restoration services and is available any time of day or night to each client through DKICS toll-free dedicated 24/7/365 emergency response support center (866-277-2977), which is staffed by our certified and trained DKICS Team. Immediately DKI can dispatch a work crew that has experience in dealing with commercial properties of all sizes.

All dispatches start with the call center with support from the operations team. In addition to the call center, the DKI operations team has after hours, weekends and holidays staff supporting you. DKI has a single source program that trains, tracks, bills, audits, etc. in a consistent fashion. All jobs start and end at DKI Corporate allowing DKI Corporate to manage each job individually. DKICS uses a proprietary job management tool called IN2DKI powered by Phoenix that is available to clients, ownership groups, etc. to follow the loss in real time and includes, but is not limited to, photos, video, estimates, notes, billing packages, etc. This system allows rules to be set up for access levels depending on those who access the system. This software can be adapted to client's needs.

DKI Regional Support Managers and DKI Commercial Solutions Consultants conduct on-site visits at each DKI contractor company to ensure equipment and vehicles are in safe working condition, staff are professional, and identifies any area that needs to be corrected. DKI requires contractors to sign a DKI Commercial Solutions Claims Eligibility Agreement which identifies all DKI requirements and compliance. DKI requires contractors to hold applicable business and GC licenses, current certifications, conduct employee background checks, hold current insurance policies with required limits, and follow client program standards and requirements.

For over four decades, DKI has been successfully restoring damaged commercial properties in North America through certified expertise and experience in wind, water, fire, smoke, mold and more. DKI has partnered with national vendor resources and has the manpower, fleets of vehicles and equipment, including but not limited to, large generators, service trucks, semi-tractor/trailers and mobile command centers. Vehicles are fully stocked and ready for immediate dispatch.







All these services combine to provide our clients with the fastest possible response including our Rapid Response guarantee, when you need us the most. DKI's proven track record has made it North America's leading restoration contractor for retail stores, malls, universities, worship centers, hotels, multi-family housing properties, financial institutions, manufacturing and industrial plants, airlines, hospitals and healthcare facilities, government buildings, hospitality and resort facilities.

In 2018 DKI acquired G2 Consultants which broadens the direct service DKI offers. DKI/G2 Consultants is the Industrial Hygiene and Health & Safety Consulting division of DKI, specializing in consulting/testing services and regulatory compliance for retail, commercial, industrial, higher education, municipal, and professional workspaces. Founded in 2008, DKI/G2 has always been committed to delivering expertise that is accurate, cost effective, and relevant in solving issues of public health across the country. Our team has a combined six decades of experience conducting regulated building materials inspections (lead, asbestos, PCBs, mercury and universal waste), indoor environmental quality assessment, mold assessments, management plans, abatement/remediation project design, project management, air monitoring, clearance testing, PCM analysis, operations and maintenance plans, and a variety of other services.

DKI/G2 maintains a unique structure for a consulting firm. Our entire staff is cross-trained to handle any and all responsibilities and project types, with few exceptions. We are not organized like a typical consulting firm, where technicians perform the field work, project managers write reports, senior staff reviews reports, etc. We assign projects to our staff to handle from start to finish, so there is continuity and accuracy from start to finish. Reports are peer reviewed by individuals who also have broad experience in all phases of project. This approach eliminates typical manpower issues where technicians aren't available for field work, or project managers are spread too thin.

Our technical leadership is divided by subject matter. Project sampling methodologies are developed by subject matter technical experts within our firm, to ensure that all of our sampling is conducted according to Federal, State and local regulations, as well as according to industry best practices. Report formatting is controlled by our in-house CIH/CSP to provide accurate and easy-to-read reports for our clients.

DKI/G2 maintains strict QA/QC procedures and policies. All reports are written by Sr. Project Managers and reviewed by Sr. PM or higher level staff. G2 only utilizes accredited laboratories for sample analysis. We enlist our Certified Industrial Hygienists (CIH's) and Certified Safety Professionals (CSP's) for technical assistance on complex projects.







DKI/G2 utilizes labs for analysis which are accredited by industry recognized entities and uphold the most stringent Quality Control and Quality Assurance programs. For the majority of the services we provide, the industry recognized accreditation entities include the American Industrial Hygiene Association (AIHA), Industrial Hygiene Laboratory Accreditation Program (IHLAP), Environmental Lead Laboratory Accreditation Program (ELLAP), Environmental Microbiology Laboratory Accreditation Program (EMLAP), National Voluntary Laboratory Accreditation Program (NVLAP), as well as other voluntary inter-laboratory QA/QC programs. The asbestos, metals and mold laboratories are also successful participants in the PAT, ELPAT and EMPAT programs and maintain a rigorous in-house QA/QC program to ensure the most accurate results.

All of these unique features help us to provide our clients with straightforward, technically accurate work product for our clients in a timely manner that is highly cost effective. By working with our clients on developing a clear scope of work, we can provide project estimates and ensure that the costs are controlled. And if there is a change in scope, we immediately communicate that to the City, and decide how best to move forward.

#### **DKICS Service Provider Qualifications:**

DKICS provides full-service disaster recovery services and immediate response.

DKI is NOT a startup company. DKI looks for and vets the best of the best existing companies in the restoration industry with the experience and knowledge to join the DKI network. Each DKICS service provider goes through a vetting process prior to becoming a DKICS qualified service provider. The DKI Franchise Team and the DKI Affiliate Member Team ensures each service provider:

- Has been in business for three or more years.
- Is financially secure and submits their financials for the last three years and meets the \$500,000 to \$1,000,000 annual revenue threshold.
- Facility is 2,500 sq. ft. or more.
- Has been EPA Lead Certified.
- Has IICRC certified staff.
- Company is IICRC certified.
- Produces business and GC license if applicable by state.
- Produces their Certificate of Insurance meeting DKICS coverage requirements.







- Has had a member of the DKI Team conduct an on-site facility inspection to ensure staffing, facility, equipment, and vehicles are in place and well-maintained.
- Conducts an employee background check.
- Upon acceptance as a DKICS service provider attends the DKI Orientation.
- Upon acceptance as a DKICS service provider attends the DKI Boot Camp.
- Upon acceptance as a DKICS service provider completes IN2DKI system training.

The DKICS service provider is now eligible to be assigned a DKICS client loss.

Once the loss and detail are reported to the DKICS 24/7/365 toll-free hotline or email (see enclosed "Reporting A Loss to DKI Commercial Solutions" document), DKICS will take the loss information and enter it into the DKICS web-based, real-time, state-of-the-art loss tracking job management tool called IN2DI powered by Phoenix (see enclosed DKI/Phoenix slick).

DKICS will immediately contact a DKICS service provider and assign the loss. An email will be sent to the University contact person and those contacts you designate once a DKI contractor is assigned the loss.

Upon dispatch, the DKICS service provider is required to contact the University contact person within 30 minutes to follow up on the assignment and let the customer know they are responding.

The DKICS service provider will be on site within two hours of the initial call.

The DKICS service provider will inspect the loss and scope the work to be completed, begin emergency services as needed, provide data through the IN2DKI system within the first hour of being on sight, thus creating a Notice To Proceed assessment and dollar value for the customer to review and approve.

Communication between DKICS, the DKICS service provider, and University is constant. All work is documented in IN2DKI (work order, estimates, Notice To Proceed, photos, Certificate Of Satisfaction, invoice, etc.). All documentation is reported and bundled in a packet for University and to satisfy FEMA and insurance company claim documentation requirements.

For our clients, information regarding the loss can be accessed via IN2DKI where all loss information is documented.





- DKI will provide IN2DKI training and a login to your employees who need access to the IN2DKI system. This will allow them to view the status and updated information regarding the loss.
- Questions, status, and updates can also be submitted under IN2DKI.
- A DKI Consultant will be working closely with your regional manager and local staff to ensure we're meeting your needs and answering questions.







25 NW Point Blvd., Ste. 1000  
Elk Grove Village, IL 60007  
[www.dkiservices.com](http://www.dkiservices.com)

# DKICS LOSS REPORTING PROCESS



24HR EMERGENCY RESPONSE **866.277.2977**

FOR NON-EMERGENCY CALLS **844.DKI.CALL**  
(844.354.2255)



### **REPORTING A LOSS TO DKI COMMERCIAL SOLUTIONS**

Property losses may be reported to DKI Commercial Solutions through one of the following:

- 1. Call the DKI Commercial Solutions Hotline at: 866-277-2977 (available 24 hours a day, 365 days a year)**
  - a) Press Option 1 to report a new loss.
  - b) Provide your name, phone number and email address.
  - c) Provide the facility name and address of the loss, including the facility code and PO number if applicable.
- 2. Send an Email to: [dkicsclaims@dkiservices.com](mailto:dkicsclaims@dkiservices.com)**
  - a) Provide your name and phone number (include your email address if you are sending your email from an email address that does not accept replies). Include any additional contacts under the cc: who will need to be included in the communication.
  - b) Provide the facility name and address of the loss, including the facility code and PO number if applicable.

Once the loss is reported, DKI will enter the information under the DKI "IN2DKI" loss tracking system and contact a DKI contractor. An email will be sent to you and those contacts you designate once a DKI contractor is assigned the loss.

Information regarding the loss can be accessed via IN2DKI, where all loss information is documented.

- o DKI will provide IN2DKI training and a login to your employees who need access to the IN2DKI system. This will allow them to view the status and updated information regarding the loss.
- o Questions, status, and updates can also be submitted under IN2DKI.
- o A DKI Consultant will be working closely with your regional manager and local staff to ensure we're meeting your needs and answering questions.

Please ensure your Regional/Facilities Manager calls the DKI Commercial Solutions Hotline at **866-277-2977** or sends an email to [dkicsclaims@dkiservices.com](mailto:dkicsclaims@dkiservices.com) to report a loss. Although they may have the contact information of a contractor that is part of the DKI Network, the loss must be reported directly to DKI Commercial Solutions via the proper channels listed above. This will ensure critical information is tracked and documented from start through finish for your loss.





25 NW Point Blvd., Ste. 1000  
Elk Grove Village, IL 60007  
[www.dkiservices.com](http://www.dkiservices.com)

# IN2DKI POWERED BY PHOENIX



24HR EMERGENCY RESPONSE **866.277.2977**

FOR NON-EMERGENCY CALLS **844.DKI.CALL**  
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# DKI PROSUPPLY



24HR EMERGENCY RESPONSE **866.277.2977**

FOR NON-EMERGENCY CALLS **844.DKI.CALL**  
(844.354.2255)

# ACCESS TO DOZENS OF NATIONALLY RECOGNIZED NAME BRAND VENDORS





# ACCESS TO DOZENS OF NATIONALLY RECOGNIZED NAME BRAND VENDORS



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Management**

**AZTEC  
FINANCIAL LLC**



**DocuSketch**



**J. Smith Lanier & Co.**  
ATTORNEYS AT LAW

**KLEENRITE**



**matterport**

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www.dkiprosupply.com

## ABOUT DKI PROSUPPLY

DKI ProSupply provides DKI Franchise Members with access to thousands of products and services at discounted rates. The buying power behind the DKI organization allows companies to purchase equipment and services at prices much lower than the market provides.

Franchise Members also have the opportunity to participate in the DKI ProSupply Dollar One Rebate Program, D.O.R.P. Through this program, every participant will be eligible to receive an annual rebate on all qualifying, pre-tax purchases made through DKI ProSupply Sponsors, based on their spend, as long as the Franchise Member stays within good financial standing with DKI, and has an active and current franchise agreement in place when rebates are distributed.

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**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).



- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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 full 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor



shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.  
  
Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-

party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 26) Safety measures. Contractor 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. Contractor shall post warning signs against all hazards created by its 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.



- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name DKI Restoration, LLC dba DKI Commercial Solutions, LLC

Address 25 Northwest Point Blv., Suite 1000

City/State/Zip Elk Grove Village, IL 60007

Telephone No. 312-j502-7965

Email Address ptesta@dkiservices.com

Printed Name Contact: Patty Testa

Title Director Client Administration and Support Services

Authorized signature  Charles Ebersole, Chairman and CEO

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

1/6/2020

Date



Charles Ebersole, Chairman and CEO

Authorized Signature & Title



**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
**Attorney General Form**

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 proposal, 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 proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

**Company**

DKI Restoration, LLC dba DKI Commercial Solutions, LLC

**Contact**



**Signature**

Patty Testa

**Printed Name**

Director Client Administration and Support Services

**Position with Company**

**Address**

25 Northwest Point Blv., Suite 1000

Elk Grove Village, IL 60007

**Official  
Authorizing  
Proposal**



**Signature**

Charles Ebersole

**Printed Name**

Chairman and CEO

**Position with Company**

**Phone**

312-502-7965

**Fax**

630-350-9354

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Charles Ebersole, as an authorized representative  
of \_\_\_\_\_

DKI Restoration, LLC dba DKI Commercial Solutions, LLC, a contractor engaged  
by \_\_\_\_\_

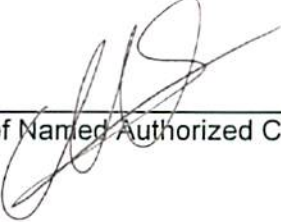
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, 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.

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

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.

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

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

1/6/2020

\_\_\_\_\_  
Date

### **SPECIAL CONDITIONS**

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders



## **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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; and
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;

### **Federal Requirements**

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### **2. Equal Employment Opportunity:**

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the



event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section

204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act

does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work



to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

§ 7401 et seq.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:



### "Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

### 9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

### "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient."

APPENDIX A. 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

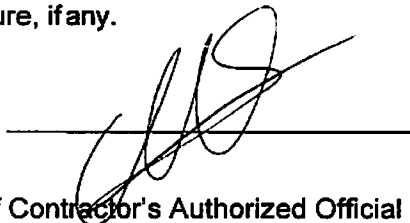
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

DKI Restoration, LLC dba DKI Commercial Solutions, LLC

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

1/6/2020

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:



b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:  
"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that

FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

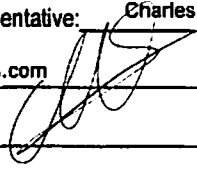
Offeror's Name: DKI Restoration, LLC dba DKI Commercial Solutions, LLC

Address, City, State, and Zip Code: 25 Northwest Point Blvd., Suite 1000, Elk Grove Village, IL 60007

Phone Number: 312-502-7965 Fax Number: 630-350-9354

Printed Name and Title of Authorized Representative: Charles Ebersole, Chairman and CEO Contact: Patty Testa

Email Address: ptesta@dkiservices.com

Signature of Authorized Representative:  Date: 1/6/2020



## **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes ☒ No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

### **2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### **a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### **b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### **c. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### **d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### **e. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☒ Yes ☐ No