



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize an increase in fiscal authority and the renewal of the piggyback of the Santa Fe College contract RFP #17-20C to provide Disaster Recovery and Remediation Services/ Debris Monitoring services with Disaster Program & Operations Inc. utilizing the bid waiver exemption (piggyback). Fiscal Impact: Estimated Fiscal Increase \$200,000.00 (Cumulative \$1,000,000.00).**

**Presenter(s):** Ana Ovalles, AVP Facilities Planning & Capital Budgets

### **What is the purpose of this contract and why is it needed?**

Request a fiscal increase of \$200,000.00 and to exercise the renewal option for an additional 2 years on the Santa Fe College contract RFP #17-20C to provide Disaster Recovery and Remediation Services/Debris Monitoring awarded to Disaster Program & Operations Inc for Debris Monitoring/Disaster Recovery. To provide debris clearance and removal services, in the event of a natural disaster. Awarded by Santa Fe College as the lead agency for the risk consortium and effective through April 30, 2026.

Florida Department of Education Administrative Rule 6A-14.0734(2)(c) and College Procedure A6Hx2-6.34 allow Broward College to purchase goods and services at the terms, conditions and pricing as established in competitively solicited contract awards by another public agency or cooperative.

**CONTRACT TERM:** 3-Year contract from 07/01/2022 to April 30, 2024 approved on MT 9096.

**Contract Renewal(s):** One (1) two-year period under the same terms and conditions. Renewal from May 1, 2024, through April 30, 2026.

### **What procurement process or bid waiver was used and why?**

Bid waiver exemption per Florida Department of Education Administrative Rule 6A-14.0734(2)(c) and College Procedure A6Hx2-6.34 that allow Broward College to purchase goods and services at the terms, conditions and pricing as established in competitively solicited contract awards by another public agency or cooperative.

### **Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**

Yes this is part of the 2023/24 annual budget.

### **What fund, cost center and line item(s) were used?**

FD100, CC0037 (GLC 75000).

### **Has Broward College used this vendor before for these products or services?**

Yes this vendor was used for several emergencies.

### **Was the product or service acceptable in the past?**

Yes, this service was accepted in the past to do numerous repairs on central campus due to flooding issues and for Hurricane Irma remediation and repairs along with other numerous flood/fire repairs and emergency remediation projects college wide.

**Was there a return on investment anticipated when entering this contract?**

Yes.

**Was that return on investment not met, met, or exceeded and how?**

The return on investment was met through the assessment and emergency repairs and remediation to the buildings as needed that ensured all buildings stayed operational if an emergency arise.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

Directly by ensuring we remain safety compliant on all campus facilities after a hurricane or wind event, to provide a safe environment for all faculty students, and staff.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: Estimated Fiscal Increase \$200,000.00. Cumulative \$1,000,000.00. Worktags: FD100, CC0037, BU201, PG000221, GLC75000

04/23/24

CC0037 • Building Maintenance

(\$200,000.00)

**Elizabeth Beavin**

Elizabeth Beavin

4/3/2024

**Donald Astrab**

Donald Astrab, VP, Academic Operations, Analytics, & Comm

4/3/2024

APPROVAL PATH: 11946: Disaster Recovery and Remediation Services / Debris Monitoring Piggyback-Renewal



## Workflow

[Edit View](#)[Add Work Item](#)

Stage	Reviewer	Description	Due Date	Status	
1	Nora Powell	Dean Review		✓ Completed	
2	Jamonica Rolle	Vice Provost Review		✓ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✓ Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
5	Legal Services Review Group	Review and Approval for Form and		✓ Completed	
6	Electronic Signature(s)	Signatures obtained via DocuSig		✓ Completed	
7	<b>Board Clerk</b>	Agenda Preparation		✓ Completed	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	⌚ Pending	

**Amendment #1 to Agreement for Debris Monitoring Services  
Between  
The District Board of Trustees of Santa Fe College, Florida  
And  
Disaster Program & Operations, Inc.**

This Amendment to the Agreement for Debris Monitoring Services dated May 1, 2021 (hereinafter the "Agreement") is entered into by and between Disaster Program & Operations, Inc. and The District Board of Trustees of Santa Fe College, Florida and shall be effective upon execution by the parties.

WHEREAS, the parties entered into the Agreement for Disaster Program & Operations, Inc. to perform certain debris monitoring services; and

WHEREAS, the Agreement term ends on April 30, 2024 unless renewed for an additional two-year period; and

WHEREAS, the parties wish to renew the Agreement for two years; and

NOW, therefore, in consideration of the premises, the parties agree to amend the Agreement as follows:

1. The Agreement is hereby renewed for two years until April 30, 2026.
2. To the extent of any conflict between the terms of the Agreement and this Amendment #1, this Amendment #1 shall govern the rights of the parties hereto. All terms and conditions of the Agreement and amendments not expressly modified herein shall remain in full force and effect.

NOW, therefore, the parties hereto respectively set their hands and seal on the dates shown below and submit they have the legal authority to commit the parties to this Amendment #1.

<b>Disaster Program &amp; Operations, Inc.</b>	<b>The District Board of Trustees of Santa Fe College, Florida</b>
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*Gabrielle Benigni*  
Signature

Gabrielle Benigni/President  
Print Name, Title

4/25/2024  
Date

*EA*  
Signature

Emery A. Gainey, Chair  
Print Name, Title

4/16/24  
Date



**Agreement for Disaster Recovery and Remediation Services  
Between  
The District Board of Trustees of  
Santa Fe College  
and  
Belfor USA Group, Inc.**

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**This Agreement** is entered into by **The District Board of Trustees of Santa Fe College, Florida**, hereinafter referred to as “College” and **Belfor USA Group, Inc.**, a Michigan company, registered and authorized to do business in the State of Florida, hereinafter referred to as “Contractor”. The Request for Proposal Number 17-20C: Disaster Recovery and Remediation Services/Debris Monitoring and any addenda thereto are hereinafter referred to as the “RFP.” The Contractor’s Proposal, identified as: BELFOR USA GROUP, INC. Response to RFP 17-20C: Disaster Recovery and Remediation Services/Debris Monitoring is hereinafter referred to as the “Proposal.”

This Agreement results from a solicitation created in collaboration with the Florida College System Risk Management Consortium (FCSRMC) for the benefit of the 28 colleges in the Florida College System. Santa Fe College, as one of the Florida College System colleges, may use these services when desired to comply with the solicitation and performance requirements of the Federal Emergency Management Administration (FEMA).

Though the RFP covers both Disaster Recovery and Remediation in addition to Debris Monitoring, only Disaster Recovery and Remediation are covered under this Agreement. The attached RFP and Addenda thereto (Exhibit I) and Proposal (Exhibit II) are incorporated in their entirety by reference and made a part of this Agreement, with the exception of Sections 2.3, 4.0-4.5, and 6.0 of Exhibit I, which refer to Debris Monitoring services, which are not part of this Agreement. Federal requirements/agreements are detailed in Exhibits I and II. The Florida College System Risk Management Consortium (FCSRMC) and the 27 other colleges in the Florida College System (FCS) are not parties to this Agreement, and any references to other institutions will not be binding on the other institutions for purposes of this Agreement. For purposes of this Agreement, Exhibit I and Exhibit II are deemed to be for the benefit of the College notwithstanding any references to the FCSRMC or other FCS institutions.

This is an indefinite quantity contract with no usage requirements by College and no minimum spend guarantees.

## **I. TERM AND TERMS/CONDITIONS**

Contractor shall commence performance of the conditions of this Agreement on May 1, 2021 and shall complete performance of this Agreement to the satisfaction of College through April 30, 2024. This Agreement may be renewed for an additional 2-year term under the same terms and conditions contingent upon satisfactory performance evaluation of Contractor by College. Contractor agrees to perform in accordance with the terms and conditions set forth in Exhibit I (excluding Sections 2.3, 4.0-4.5, and 6.0 of Exhibit I, which are not applicable to this Agreement) and Exhibit II. The parties agree that this Agreement controls in the event of any inconsistencies with Exhibit I and Exhibit II, and Exhibit I controls in the event of inconsistencies with Exhibit II.

## **II. ACCOUNTING**

Contractor shall keep accurate records as to performance of all services required pursuant to this Agreement, and of all transactions relating to this Agreement.

## **III. SERVICE LOCATIONS**

This Agreement is available for use in connection with all properties owned, operated or managed by College.

## **IV. CONTRACTOR'S PERFORMANCE**

Contractor shall perform all services and furnish all labor at Contractor's risk, assuming full responsibility for completion of the services and providing the deliverables required herein.

## **V. PRICING FOR GOODS AND SERVICES NOT DOCUMENTED IN RFP/PROPOSAL**

In the event Contractor purchases or acquires, from a third party, goods or services reasonably required for its performance under this Agreement that were not documented (left blank in Contractor's Proposal) or not contemplated by the RFP or Contractor's Proposal, Contractor shall invoice College for such goods and services in accordance with this section. Contractor will charge College for such goods or services "at cost" paid by the Contractor. With each invoice, Contractor will provide documentation justifying the purchase or acquisition of such goods or services, and Contractor will provide proof of the amount paid by the Contractor for the goods or services. The College or College's agents from or associated with the FCSRMC (Agents), or both, will review, based on relevant industry standards, each invoice to ensure that each charge is for goods or services within the scope of this Agreement and to ensure that the amount charged is reasonable and meets the requirements described herein. If the College or the College's Agent determines that a charge is not reasonable or justified, the College may, as appropriate and at its sole discretion, reduce the amount or remove the charge from the invoice.

## **VI. PAYMENT**

College shall pay Contractor within thirty (30) days after receipt of an acceptable invoice in accordance with the terms and conditions of this Agreement. Invoices for services shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. In the case of an error on the part of Contractor, the thirty (30) day period shall begin upon receipt by College of a corrected invoice or other remedy of the error.

## **VII. AVAILABILITY OF FUNDS**

The College's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

## **VIII. DEFAULT**

The failure of either party to comply with any provisions of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions which give rise to the default. The defaulting party shall be

entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

## **IX. PUBLIC RECORDS**

To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records required by College to perform the service.
- (b) Upon request from College's custodian of public records, provide College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the agreement if the Contractor does not transfer the records to College.
- (d) Upon completion of the Agreement, transfer, at no cost, to COLLEGE all public records in possession of the Contractor or keep and maintain public records required by College to perform the service. If the Contractor transfers all public records to College upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to College, upon request from College's custodian of public records, in a format that is compatible with the information technology systems of College.
- (e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 395-5230, [david.shlafer@sfccollege.edu](mailto:david.shlafer@sfccollege.edu), 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida 32606.**
- (f) THE CONTRACTOR ACKNOWLEDGES THAT SANTA FE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SANTA FE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT IT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR IMMEDIATE TERMINATION.**

In addition, this Agreement may be unilaterally canceled by College for refusal by Contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter

119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement. Moreover, all written records received by the College in connection with the transaction of official business may be deemed public records and are subject to the provisions of Ch. 119, F.S.

## **X. INDEPENDENT CONTRACTOR**

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of partners between the parties hereto, or in any way making Contractor the agent or representative of the College for any purposes in any manner whatsoever. Contractor is, and shall remain, an independent contractor with respect to all services performed under this Agreement.

## **XI. FORCE MAJEURE**

No default, delay, or failure to perform on the part of Contractor or College shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

## **XII. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

## **XIII. ASSIGNMENT**

Contractor shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of College.

## **XIV. GOVERNING LAW AND VENUE**

This Agreement and any disputes hereunder, shall be governed by and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Department of Education and College, and any provisions herein in conflict therewith shall be void and of no effect. Contractor and College hereby agree that venue shall be in Alachua County, Florida.

## **XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

## **XVI. DISCLAIMER**

This Agreement is not binding upon the College until it has been signed by a person with a specific delegation of authority to sign on the College's behalf.

## **XVII. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement for any reason upon 90 days written notice to the other party. Termination under this clause will not affect any financial obligations incurred prior to termination.

## **XVIII. ATTORNEYS' FEES AND COSTS**

Each party shall be responsible for its own attorneys' fees and costs in the event of a dispute arising from this Agreement except in the event that a court or other judicial body awards fees or costs in accordance with F.S. §57.105 (sanctions for raising unsupported claims or defenses).

## **XIX. GRAMM LEACH BLILEY ACT**

The Contractor will implement and maintain appropriate safeguards for any customer or student information that comes into its possession as a result of its business relationship with the College as described in this Agreement.

## **XX. FERPA**

The Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq., 34 CFR Part 99, and Florida Statute section 1002.225, protect the privacy of students' education records. If Contractor, who may be considered a school official for purposes of this Agreement, gains possession of records in the process of performing services under this Agreement, Contractor will not use, share, or further disclose such records, and Contractor will promptly return records to College.

## **XXI. CONFLICT OF INTEREST**

Contractor hereby certifies that it and its directors and/or principal officers are not employed by and/or affiliated with the College.

## **XXII. COMPLIANCE WITH LAWS AND VERIFICATION OF EMPLOYMENT STATUS**

Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Contractor agrees to comply with all applicable provisions of Fla. Stat. s. 448.095. Contractor and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor will provide appropriate evidence of enrollment to College. Contractor will require subcontractors, if any, to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavits for the duration of its contract with College. College, Contractor, and subcontractors who have a good faith belief that a person or entity with which it is contracting has knowingly violated Fla. Stat. s. 448.09(1) shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional cost or expense incurred by College as a result of such termination of a contract. If College has a good faith belief



that a subcontractor knowingly violated this section, but the Contractor otherwise complied with the relevant law, College will promptly notify the Contractor and direct the Contractor to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional costs or expenses incurred by College as a result of such termination of a contract.

### XXIII. COUNTERPARTS

This Agreement may be executed in multiple parts (by facsimile transmission, email, or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

#### CONTRACTOR:

**BELFOR USA GROUP, INC.**

By: Paul Suchowski Date: 05/04/2021  
975D42FCC81A87AA32AFC1E249B6E249 contractworks

Print/Type Name, Title: Paul Suchowski Controller

#### COLLEGE:

**THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE, FLORIDA**

By: Blake Fletcher  
G.W. Blake Fletcher, Chair

Date: 5-18-2021

**Santa Fe College**

AB  
Approved by Vice President

AB  
Approved as to Funds

MM  
Approved as to Form

AB  
Approved as to Insurance



## EXHIBIT I



# Request for Proposals #17-20C Disaster Recovery and Remediation Services / Debris Monitoring

Santa Fe College on behalf of the Florida College System Risk Management Consortium invites you to submit a proposal for **Disaster Recovery and Remediation Services** and/or **Debris Removal Monitoring** according to the terms and conditions described herein. Thank you for your interest in Santa Fe College and the Florida College System Risk Management Consortium.

Santa Fe College on behalf of the Florida College System Risk Management Consortium  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
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# RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

## INFORMATION SHEET

Posting Date: June 24, 2020

<b>Santa Fe College Purchasing Department Contact</b>	<a href="#">David Shlafer</a> , Director of Purchasing & Auxiliary Services
<b>Changes/Inquiry Deadline</b> (see Section 1.5) <i>NOTE: Unless specified otherwise in a College-issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered.</i>	Tuesday, July 7, 2020 by 5:00 pm EST
<b>Date Addendum #1 to be Posted</b> (see Section 1.6)	Thursday, July 9, 2020 (by end of day) at the <a href="#">SF Purchasing bids webpage</a>
<b>Date/Time of Pre-Proposal Conference</b> (see Section 1.7)	NONE
<b>Date and Time Proposal is Due</b> (see Section 1.8)	Wednesday, July 22, 2020 by 3:00 p.m.
<b>Date, Time, and Location of Public Opening</b> (see section 1.8)	Wednesday, July 22, 2020 at 3:00 p.m. Robertson Administration Building, Purchasing Lobby. Anyone attending MUST wear a mask if an onsite opening takes place. If the College is closed to the public, then there will not be a public opening, but vendors may request a list of proposers after the opening. (Addendum #1 will provide more information.)
<b>Date, Time, and Location of Scoring Meeting</b> (see Section 1.9)	Friday, July 31; 10:00 a.m. Details to be posted in Addendum #1. Meeting will most-likely be virtual.  (Proposers not required to attend.)
<b>Date of Presentations</b> (see section 1.10)	None
<b>Date of Recommended Award Posting</b>	Monday, August 3, 2020
<b>Board of Trustees Meeting</b>	Tuesday, September 16, 2020 (Proposers not required to attend.)

Any changes to the above schedule will be posted in an addendum at the [SF Purchasing bids page](#).

# Solicitation Acknowledgement (REQUIRED)

This page must be signed and included with your submission. Failure to do so will result in immediate rejection of your submission.

## Solicitation RFP 17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.

**The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida Statue 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions:** Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida’s public records law, the bidder/proposer **must provide evidence** of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked “Confidential” that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)

The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College’s complete discretion) result in the rejection of the entire submission.

The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.

**Bidder/Proposer Business Name**

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**Business Address**

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**Printed Name & Title of Authorized Signatory**

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**Signature of Authorized Signatory (Please Sign & Date)**

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# INTRODUCTION

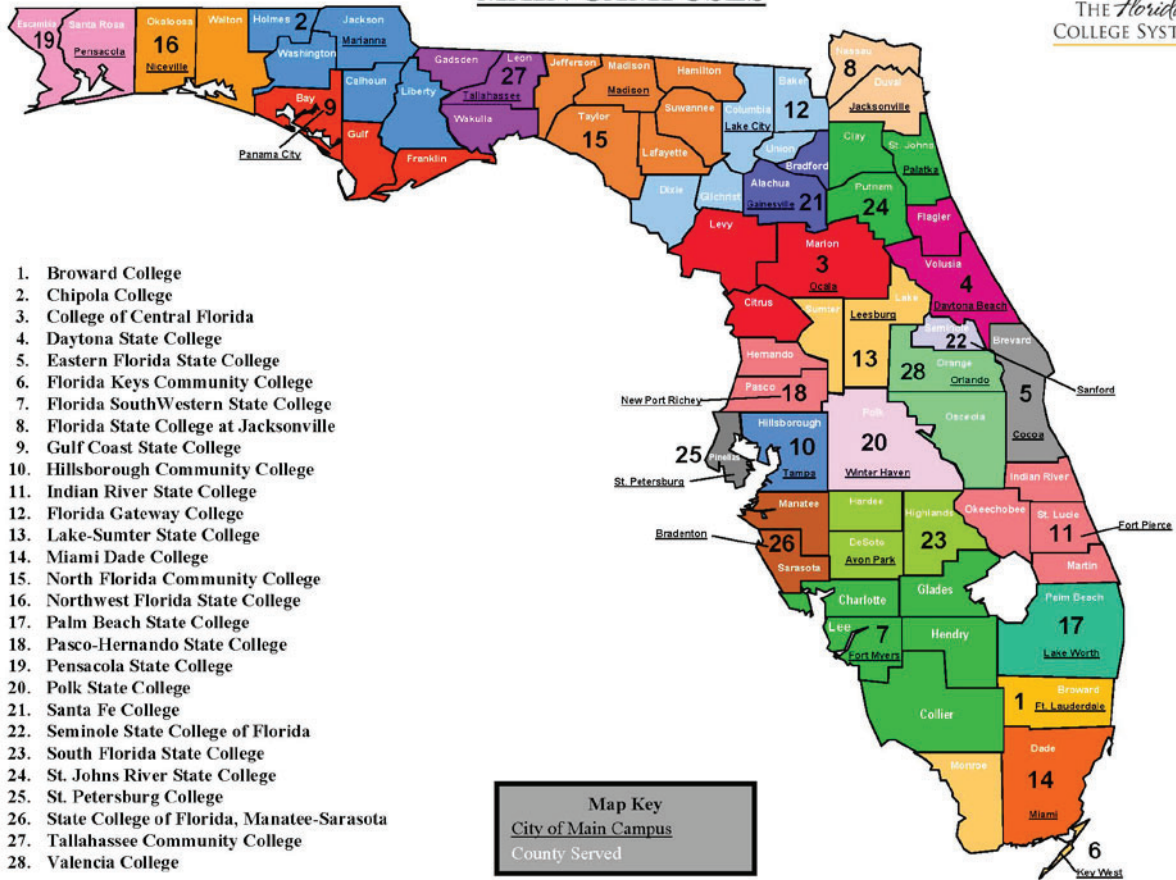
The Board of Santa Fe College (SF) on behalf of the Florida College System Risk Management Consortium (Consortium) is accepting sealed proposals to provide **Disaster Recovery and Remediation Services and Debris Monitoring Services**. The intent of this RFP is to establish both indefinite quantity Disaster Recovery and Remediation Services contract(s) AND indefinite quantity Debris Monitoring Services (monitor debris removal operations and document eligible debris quantities as required by the processes and procedures herein) contract(s) in accordance with FEMA requirements for use by the Consortium Member Colleges on an 'as needed' basis resulting from catastrophic events and declared emergencies and disasters such as tornadoes and hurricanes.

**Proposers may submit proposals for either Disaster Recovery and Remediation Services OR Debris Monitoring Services OR both. Each category will be scored separately.** No preference will be given to vendors that can perform only one of the two requested services or those that can perform both services.

The Consortium is a program authorized by the Florida Legislature which allows the twenty-eight community colleges within the Florida College System to join together to develop and implement a cooperative system of risk management under one comprehensive plan.

Each College System institution that chooses to participate in the award(s) will execute its own contract(s) with the awarded vendor(s) based on this solicitation. Santa Fe College may participate in the award.

## THE FLORIDA COLLEGE SYSTEM MAIN CAMPUSES



### Consortium Member Colleges

Name	Main Campus Address	Approximate Acreage	Approx # of All College Buildings
Broward College	225 East Las Olas Boulevard, Ft. Lauderdale, FL 33301	404	114
Chipola College	3094 Indian Circle, Marianna, FL, 32446	165	49
College of Central Florida	3001 SW College Road, Ocala, FL 34474	438	74
Daytona State College	1200 W International Speedway Boulevard, Daytona Beach, FL 32114	556	88
Eastern Florida State College	1519 Clearlake Road, Cocoa, FL 32922	543	51
Florida Gateway College	149 SE College Place, Lake City, FL, 32025	141	63
The College of the Florida Keys (Formerly Florida Keys Community College)	5901 College Road, Key West, FL, 33040	127	17
Florida Southwestern State College	8099 College Parkway, SW, Ft. Myers, FL, 33919	419	86
Florida State College of Jacksonville	501 W State Street, Jacksonville, FL, 32202	833	109
Gulf Coast State College	5230 West US Highway 98, Panama City, FL, 32401	264	40
Hillsborough Community College	39 Columbia Drive, Tampa, FL, 33606	850	69
Indian River State College	3209 Virginia Avenue, Fort Pierce, FL 34981	713	78
Lake Sumter State College	9501 US Highway 441, Leesburg, FL 34788	276	30
Miami Dade College	11011 SW 104 <sup>th</sup> Street, Miami, FL 33176	497	167
North Florida College (Formerly North Florida Community College)	325 NW Turner Davis Drive, Madison, FL 32340	165	30
Northwest Florida State College	100 College Boulevard, Niceville, FL, 32578	533	74

Santa Fe College on behalf of the Florida College System Risk Management Consortium  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring



Palm Beach State College	4200 Congress Avenue, Lake Worth, FL 33461	377	184
Pasco Hernando State College	10230 Ridge Road, New Port Richey, FL 34654	600	96
Pensacola State College	1000 College Boulevard, Pensacola, FL 32504	663	63
Polk State College	999 Avenue H, NE, Winter Haven, FL 33881	269	35
Saint Johns River State College	5001 St. Johns Avenue, Palatka, FL 32177	353	43
Saint Petersburg College	14025 58 <sup>th</sup> St. North, Clearwater, FL 33760	4XX	159
Santa Fe College	3000 NW 83 <sup>rd</sup> Street, Gainesville, FL 32606	277	63
Seminole State College	100 Weldon Boulevard, Sanford, FL 32773	751	61
South Florida State College	600 West College Drive, Avon Park, FL 33825	307	87
State College of Florida Manatee-Sarasota	5840 26 <sup>th</sup> Street, West Bradenton, FL 34207	2XX	60
Tallahassee Community College	444 Appleyard Drive, Tallahassee, FL 32304	1883	86
Valencia College	1768 Park Center Drive, Orlando, FL 32835	653	88

# 1.0: General Terms and Conditions

To ensure acceptance of your response to this solicitation, be sure to follow the instructions herein. By signing the Solicitation Acknowledgement, you agree to the terms and conditions below. **Any and all conditions within this solicitation document which vary from these general conditions shall have precedence. Any attempts by the bidder/proposer to alter these General Terms and Conditions shall be void and unenforceable unless agreed to specifically in a written agreement signed by the parties.** Any proposed changes must be submitted by the Inquiry Deadline specified on Page 2.

## 1.1 DEFINITIONS

- **Bidder/Proposer** refers to the business entity submitting a bid, proposal, or reply in response to this solicitation.
- **Board** refers to the Santa Fe College Board of Trustees
- **Consortium** refers to the Florida College System Risk Management Consortium
- **Contractor** refers to the Proposer(s) whose response is selected for award.
- **Member College** refers to an individual college that is a member of the Consortium
- **“Proposal” or “Response”** refers to a business entity’s submission in response to this solicitation.

## 1.2 SEALED SUBMITTAL DEADLINE

All responses must be submitted by the date/time required on the “Solicitation Information Sheet” in a sealed envelope or box addressed as follows:

Santa Fe College  
Director of Purchasing and Auxiliary Services  
Robertson Administration Bldg. Room 42  
3000 NW 83rd Street  
Gainesville, Florida 32606

The face of the envelope or box shall contain in the lower left-hand corner: Solicitation Number, Title, Due Date, and Time. Offers sent by fax, e-mail, or telephone will not be accepted.

It is the sole responsibility of the bidder/proposer to deliver his or her response to the address contained herein on or before the closing hour and date shown above. Responses received after the specified due date/time shall be rejected and retained unopened for the record. The College is not responsible for late mail or any other circumstance resulting in a late submission. No Purchasing Department staff will incur responsibility for the inadvertent opening of a response not properly sealed, addressed or identified.

Submissions are considered valid for 120 days from the due date unless otherwise stated herein.

## 1.3 EXECUTION OF RESPONSE

The response must contain a manual signature of an authorized representative of the bidder/proposer on the “Solicitation Acknowledgement” form (Page 3). Responses not submitted with the “Solicitation Acknowledgement” form shall be rejected.

## 1.4 COSTS

The College is not liable for any costs incurred by a bidder/proposer in responding to this solicitation, including those for oral presentations, if applicable.

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## 1.5 INQUIRIES & INTERPRETATIONS

Any questions concerning terms, conditions, and/or specifications shall **only** be directed via email to the Purchasing Department Contact (see Page 2) no later than the inquiry deadline (see Page 2). Failure to comply with this condition will result in bidder/proposer waiving the right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. **Any vendor that submits contrary terms and conditions as a requirement for their bid, or who contacts others at the College not specified on page 2 to discuss the solicitation may be disqualified.**

The Purchasing Department Contact may send inquiries to bidders/proposers for clarification of information, if necessary. Any clarifications received in writing shall be considered as part of the response.

## 1.6 ADDENDA

Any addenda to this solicitation will be posted on the [SF Purchasing bids page](#) by 5:00 p.m. on the date indicated on the Solicitation Information Sheet (Page 2) or in the addenda itself if further addenda are necessary. **It is the bidder's/proposer's responsibility to assure that any addenda are received.** Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary. It may be required that an addendum be signed and returned with the bidder's/proposer's response. Proposers who do not sign addenda (if required) may have their entire response rejected.

## 1.7 PRE-SOLICITATION MEETING(S)

Pre-bid or pre-proposal conferences or inspections may be held to assist responders with understanding the specifications and/or viewing the relevant location(s). If such a meeting is designated as Mandatory, then only those who attend will be considered for award. Bidders/proposers are **strongly** urged to attend any non-mandatory pre-bid or pre-proposal conference as individual vendor appointments to review specifications will not be accepted.

## 1.8 SOLICITATION OPENING/DUE DATE AND TIME

Anyone may be present at a solicitation opening and/or receive a list of names of bidders/proposers. For a bid opening, the pricing provided by each vendor shall also be provided. However, for an RFP, the contents of the solicitation responses shall not become public until an award or recommendation for award is made. Any responses received after the due date/time shall be deemed nonresponsive and retained unopened for the record.

## 1.9 SCORING MEETING

If this solicitation is a Request for Proposals (RFP) or Invitation to Negotiate (ITN), then a public scoring meeting may be held to determine the award recommendation or recommendation for negotiations. The date, time, and location of the meeting will be specified on the Solicitation Information Sheet (if known) or in an addendum. Should the date, time, or location of the scoring meeting change, it will be noted in an addendum (see 1.6).

**Bidder/Proposers** are not required to attend.

## 1.10 PRESENTATIONS

A solicitation may require vendors to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. If presentations are required, the expected presentation days and times will be listed on the Solicitation Information Sheet (if known). Any documents handed out by the proposer may be considered part of the proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable.

## 1.11 NEGOTIATIONS

For an RFP, the College reserves the right to further negotiate terms not otherwise covered in the solicitation or response post-award (see Section 1.12) to create an agreement with a top-ranked, awarded, or recommended awarded proposer. Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary.

## 1.12 AWARD

In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. The College also reserves the right to reject any and all responses, to cancel a solicitation process at any time, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response.) In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on final contract terms. If for any reason the top-ranked bidder/proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on.

## 1.13 POSTING AND TABULATION

The posting of the award or recommended award will be made on or about the date of award notification as indicated on the Solicitation Information sheet (Page 2). Award notices will be posted on the SF College Purchasing Office bulletin board (outside room F-042, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida, 32606) and on the [SF Purchasing bids page](#). After award, solicitation files may be examined during normal working hours by appointment. In accordance with Florida Statute 119.071(1), the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open – whichever is earlier. However, if the College rejects all responses, and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or 12 months has passed, whichever is sooner.

## 1.14 PROTEST

The recommended award will be posted for review by interested parties both online at the [SF Purchasing bids page](#) and in the Alan J. Robertson Administration Building, outside Room F-46 and will remain posted for a period of at least seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

*In accordance with FS 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) shall post, at the time of filing the formal written protest, a bond payable to the College in an amount equal to one percent (1%) of the estimated total volume of the award. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the College prevails, it shall recover all costs and charges that shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.*

## 1.15 INSURANCE

Insurance Requirements will be provided in the specifications when necessary. If insurance is required, the Contractor must provide proof of this insurance prior to any delivery or work being performed, and provide

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evidence that such insurance is in place at all times throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default. The College may, at its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.

## 1.16 PRICES, TERMS, AND PAYMENT

Bidder/proposer prices shall include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder/proposer may offer cash discount for prompt invoice payment (where applicable). Unless otherwise stated in this solicitation, payment terms shall be Net 30 days.

While the intent of the College/Member Colleges may be to be reimbursed through FEMA, Member College's payment to Contractor shall not be conditioned upon payment from FEMA (or any other third party).

## 1.17 TAXES

Santa Fe College does not pay Federal Excise or State Sales Tax. Do not include these items on invoices. The applicable tax exemption number is shown on the College's Purchase Order. A copy of the College's tax-exempt certificate is available upon request.

## 1.18 MISTAKES

Failure to examine the specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited herein will be at bidder/proposer's risk. In case of mistake in extension, the unit price will govern.

## 1.19 DELIVERY

Delivery time may become a basis for making an award. Unless otherwise specified, delivery shall be made within 30 days from the date of receiving a College purchase order. Unless otherwise agreed, deliveries to the College shall be within 8:30 a.m. - 3:30 p.m., Monday through Friday.

## 1.20 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders/proposers must disclose with their solicitation the name of any officers, director, or agent who is also an employee of Santa Fe College. All bidders/proposers must disclose any College employee who owns, directly or indirectly, any interest in the bidder's/proposer's business or any of its branches. The bidder/proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the College for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder/proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The bidder/proposer shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.

The Consortium has negotiated with Disaster Recovery Services, LLC to assist with the creation of the RFP and assistance in evaluating responses. Vendors must disclose any conflict of interest with Disaster Recovery Services, LLC.

## 1.21 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at bidder's/proposer's expense. Non-conforming items and items not delivered as per delivery date required by the solicitation and/or purchase order may result in bidder/proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any such violation of the award/agreement may also result in the bidder/proposer being prohibited from participating in future business with the College in accordance with the College's vendor policy.

## 1.22 DISPUTES

In case of any doubt or difference of opinions as to the services to be furnished hereunder, the decision of the College's Purchasing Director shall be final and binding on both parties. However, should an administrative hearing occur, the party requesting the hearing shall be held accountable for any and all costs relating thereto.

## 1.23 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the successful bidder/proposer to notify the College at once, indicating in the notice the specific regulation which required an alteration. Santa Fe College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award/agreement at no expense to the College.

## 1.24 LEGAL REQUIREMENTS

Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility.

## 1.25 PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify and save harmless Santa Fe College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Santa Fe College. If the bidder/proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## 1.26 ADVERTISING

Bidder/proposer agrees not to use the results of this solicitation as a part of any commercial advertising without prior approval from the SF Director of Purchasing.

## 1.27 ASSIGNMENT

Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder may be assigned with written notification to the SF Director of Purchasing and Auxiliary Services. However, any such assignment shall permit the College to terminate any ongoing agreement with 30 days' notice if desired by the College.



## 1.28 LIABILITY (HOLD HARMLESS AGREEMENT)

The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:

On behalf of Contractor and any heirs, executors, administrators and assigns, Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the Board of Santa Fe College and the State of Florida and their respective trustees, employees, agents, successors, and assigns (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, including but not limited to attorneys' fees and costs (collectively, "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth herein.

## 1.29 ANTI-DISCRIMINATION CLAUSE

Santa Fe College is committed to an environment that embraces diversity, respects the rights of all individuals, is open and accessible, and is free of harassment and discrimination based on, but not limited to, ethnicity, race, creed, color, religion, age, disability, sex (including pregnancy, gender identity, and sexual orientation), marital status, national origin, genetic information, political opinions or affiliations, and veteran status. To the extent applicable, the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

## 1.30 AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

## 1.31 STATE LICENSING REQUIREMENT

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida's Department of State.

## 1.32 PUBLIC ENTITY CRIME INFORMATION

As per Florida Statutes, Section 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

## 1.33 DISCRIMINATORY VENDORS LIST

An entity or affiliate who has been placed on the Discriminatory **Bidder/Proposers** List may not submit a response to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

## 1.34 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

## 1.35 RECORDS

All responses become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

**1.35.1 PUBLIC RECORDS LAW:** The bidder/proposer agrees to allow the College and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the bidder/proposer in conjunction with any submission or agreement resulting from this solicitation. Refusal to comply with this provision shall constitute sufficient cause for termination of any agreement resulting from this solicitation. All written records received by College in connection with the transaction of official business, including information contained in any responses to this solicitation may be deemed public records and are subject to the provisions of Ch. 119, Florida Statutes. In addition, if federal funds are used in this procurement, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

**1.35.2 AUDIT RECORDS:** The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.

**1.35.3 RETENTION OF RECORDS:** The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.

## 1.36 SEVERABILITY

The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.

## 1.37 GOVERNING LAW AND VENUE

Any agreement resulting from this solicitation is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Alachua County, Florida.

## 1.38 TERMINATION FOR CONVENIENCE

Unless otherwise stated herein or agreed to, any agreement resulting from this solicitation may be terminated by either party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

## 1.39 AVAILABILITY OF FUNDS

The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

## 1.40 FORCE MAJURE

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.

## 1.41 VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by the bidder/proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the bidder's/proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the bidder/proposer.

## 1.42 INTENTIONALLY DELETED

## 1.43 COLLEGE RULES

Contractor understands and agrees to follow all current College rules that may apply to any service they perform, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12 (Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules, which may be changed from time to time, can be viewed at the [College Rules website](#). Contractor further understands that Board Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence to the appropriate authorities including the SF College Police Department and the College's Equal Access/Equal Opportunity Coordinator.

Contractor understands that current Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the [Department of Children and Families Florida Abuse Hotline](#) at 1-800-962-2873. More information about reporting abuse may be found online at <http://www.dcf.state.fl.us/programs/abuse/index.shtml>. Additionally, Contractor understands that

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Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.

#### 1.44 CHANGES TO AGREEMENT/CHANGED CONDITIONS

Any changes to the resulting agreement must be in writing and executed by authorized representatives of all parties, or by a College-issued change order and acceptance by Contractor. Should conditions change that were not anticipated, both parties shall work together in good faith to adjust the Agreement to reasonably accommodate the change.

#### 1.45 CONFIDENTIALITY & PROPRIETARY INFORMATION

Confidential or proprietary information provided by one party to the other in discharge of the terms and conditions of this agreement must be clearly marked as being proprietary or confidential. Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Each party agrees to protect the information or property disclosed to the other party and will take reasonable action required to protect the disclosing party from damages arising out of the disclosure of information or property in violation of this provision. If either party believes any information submitted is protected from disclosure under Florida's public records law, the disclosing party must provide evidence of a statutory exemption under Florida law that is satisfactory to the other or obtain a protective order. All items of confidential information must be labeled in writing as such when delivered to the recipient. This solicitation and proposer's response is not considered confidential.

#### 1.46 INTENTIONALLY DELETED

#### 1.47 INTENTIONALLY DELETED

#### 1.48 FERPA

In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq., 34 CFR Part 99, and Florida Statute sections 1002.225 and 1006.52, should the Contractor be deemed to have a legitimate educational interest in accessing a student's educational records, the Contractor and Contractor's employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Contractor shall not use or disclose confidential student information received from or on behalf of the College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the College. Contractor agrees not to use confidential student information for any purpose other than the purpose for which the disclosure was made.

#### 1.49 INDEPENDENT CONTRACTORS

The relationship of College and Contractor is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

#### 1.50 INTENTIONALLY DELETED

#### 1.51 INTENTIONALLY DELETED

## 1.52 INTENTIONALLY DELETED

## FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS (1.53 THROUGH 1.73)

The activation of any Contract resulting from this RFP may be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP:

### 1.53 DAMAGES, 2 CFR §200.326 APPENDIX II TO PART 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, Santa Fe College shall have all rights and remedies against Contractor as provided by law.

### 1.54 TERMINATION RIGHTS, 2 CFR § 200.326 APPENDIX II TO PART 200 (B)

- (1) **Termination for Convenience:** Whenever the interests of Contractor or Santa Fe College (COLLEGE) so require, either party may terminate the parties' Agreement, in whole or in part, for the convenience of the party. Terminating party shall give the other party ninety (90) days prior written notice of termination (or a lesser time, if mutually agreed). In the event of a termination for convenience by COLLEGE, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
- (2) **Termination for Cause:** Either party may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if either party fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) days following receipt of a Notice of Deficiency.

### 1.55 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 APPENDIX II TO PART 200 (C))

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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) 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

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to race, color, religion, sex, or national origin.

- (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 Agreement or with any of the said rules, regulations or orders, this Agreement 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 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) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

## 1.56 DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (D)

- (1) **David-Bacon Act:** Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016);
- (2) **Copeland "Anti-Kickback" Act:** In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor 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 Government must report all suspected or reported violations to the appropriate Federal agency.
- (3) If applicable to the work and services performed by Contractor under the parties' Agreement:
  - (a) 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 Agreement.

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- (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**Note: The Davis-Bacon and Copeland Anti-Kickback requirements do not currently apply for Public Assistance Grants, such as reimbursements from FEMA for the work specified herein. Therefore, the Contractor is not required to follow these provisions currently. Contractor shall only be required to follow these provisions if the laws/rules change requiring Public Assistance Grants to follow these provisions.**

### **1.57 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (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 Government 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) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these

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clauses in any lower tier subcontracts.

## **1.58 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (F)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

## **1.59 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (G)**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include the foregoing requirements in each subcontract exceeding \$100,000.

## **1.60 ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 APPENDIX II TO PART 200 (H)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **1.61 DEBARMENT AND SUSPENSION, 2 CFR §200.326 APPENDIX II TO PART 200 (I)**

- (1) This Agreement 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. § 180.9XX) 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 GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 1.62 BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (J)

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

## 1.63 PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 APPENDIX II TO PART 200 (K) AND 2 CFR §200.322

- (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-
- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

## 1.64 AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business

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Development Agency of the Department of Commerce.

## 1.65 ACCESS TO RECORDS

- (1) Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 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

## 1.66 SEAL, LOGO AND FLAGS

Contractor shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

## 1.67 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the AGREEMENT. Contractor will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 1.68 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, Contractor, or any other party pertaining to any matter resulting from the contract.

## 1.69 PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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.

## 1.70 TIME AND MATERIALS

Any time and materials contract must include a ceiling price that the Bidder/**Proposer** exceeds at its own risk. The Bidder/**Proposer** also agrees for Bidder/**Proposer** to assert a high degree of oversight in order to obtain reasonable assurance that the Bidder/**Proposer** is using efficient methods and effective cost controls, and Bidder/**Proposer** agrees to fully cooperate with such oversight measures. 2 CFR § 200.318(j)(1).

## 1.71 NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS

Bidder/**Proposer** acknowledges that Bidder/**Proposer** was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR § 200.319(a).

## 1.72 “COST PLUS A PERCENTAGE OF COST” CONTRACTS PROHIBITED

“Cost plus a percentage of cost” or “percentage of construction cost” forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d). Any portion that is submitted as a cost + percentage of cost may be scored lower in comparison to those who submit proposals without a cost + percentage of cost.

## 1.73 BONDING REQUIREMENTS

In accordance with 2 CFR § 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of Santa Fe College or other Consortium member college provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. **[Note: For this RFP, no bid bond is required as this is an indefinite quantity solicitation. However, as Section 2.1 indicates bid bonds may be required of subcontractors when you solicit subcontractor services (per FEMA requirements), and performance bonds may be required of your firm or subcontractor firms depending on the scope of each service incident. ]**
- (b) A performance bond on the part of the contractor 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.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. 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 for in the contract.

## 1.74 MINORITY AND WOMENS BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDER-UTILIZED BUSINESS (HUB) AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

Proposer is required to make some basic commitments to ensure the overall success of this program. By submission of a response, offeror commits to the following:

**MWBE/HUB/SBE Participation** – It is **SF's** goal to have MWBE/HUB/SBE participation in providing services under contracts awarded under this RFP. If **Bidder/Proposer** intends to employ sub-contractors in providing services/products related to this solicitation, **Bidder/Proposer** must make and demonstrate a good faith effort to include HUB participation under a contract. **Bidder/Proposer** good faith effort must include, but is not limited to, the following affirmative steps (ref. 2 CFR 200.321):

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;

- (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 task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;



## 2.0 Proposal Format/Evaluation Criteria

### 2.1 Proposal Format

Responsible **Bidder/Proposer** shall provide straightforward, concise information that satisfies the requirements noted herein. The following core areas must be addressed specifically in any response to this proposal:

This RFP is intended as a basis for selection of experienced and qualified **Bidder/Proposer(s)** to provide products and or services falling within the scope of this RFP. In that regard, **Bidder/Proposer** shall be required to submit a response that provides all information requested and conforms to the requirements outlined herein.

**Bidder/Proposer** shall provide a printed original plus one printed copy of the proposal, each contained in a separate hard sided three-ring binder. The binders shall be labeled "Original" and "Copy", and shall be organized in tabbed sections as described below. In each tabbed Section, **Bidder/Proposer** shall provide all requested information as applicable to the products and or services being offered, formatted at **Bidder/Proposer's** discretion unless otherwise indicated. **Bidder/Proposer** shall also provide an "Electronic Copy" of the complete proposal on a thumb drive in a single PDF file, as well as the pricing sheet in a separate file in Excel format, and submitted in either the "Original" or the "Copy" of the proposal. All required forms shall be included in the PDF file and **Bidder/Proposer** pricing provided in the "Electronic Copy" shall be submitted both as part of the single-file PDF file and in Excel format.

To Summarize for clarity, each vendor shall send two electronic files on the thumb drive:

1. Complete single-file PDF that includes all the required tabs of as indicated below (including pricing).
2. An Excel file that only contains the pricing (for Disaster Recovery Only – Debris Monitoring does not require a spreadsheet).

Section 1.73 lists bonding requirements. However, **there are no bonding requirements** to respond to this RFP. The bonding requirements provided are standard FEMA language, which, while they do not apply to the response to this RFP, may be required by Member Colleges that use Contractor's services (such as a performance bond). In addition, such bonding may be required of any subcontractors designated by Contractor, as per Federal Guidelines, or circumstantial FEMA requirements.

**You must submit the following for your bid to be considered:**

#### **Tab 1 – Required SF Forms**

- (1) A signed Submission Acknowledgement Form (Page 3).
- (2) Any Addenda that requires a signature
- (3) Section 7.0 – Contact Information
- (4) Appendix A: Drug-Free Workplace Statement (signed)
- (5) Appendix B: FEMA Certifications

#### **Tab 2 – Business Viability, Capability & Organization**

- (1) Company's Official registered name including brief company history, ownership, organization and year established.

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- (2) Geographic coverage, including:
  - (a) Corporate office location
  - (b) Total number of employees within the company
  - (c) Map and/or listing of sales and/or service office locations
  - (d) Areas of operations
- (3) Describe and provide proof of your firm's bonding capacity and its ability to supply Performance and Payment bonds if required by **Member Colleges**. The proof must be from a surety insurer authorized to do business in the state of Florida. You must provide any bonding required by the Member College at the time of the work.
- (4) Organizational chart including proposed points of contact and a full-time project manager required to report to the Member College.
- (5) Detailed listing of Bidder/**Proposer** equipment and resources.
- (6) Furnish a "Certificate of Registration" that identifies the States in which the Bidder/Proposer is authorized to conduct business.
- (7) **Bidder/Proposer** must include a MWBE/HUB/SBE summary document explaining how **Bidder/Proposer** plans to foster small business participation in order to assist **Member College** meet affirmative steps for inclusion of these firms when federal dollars are expended. (See Section 1.74) List Bidder/Proposer MWBE/HUB/SBE designation (if any) and/or proposed sub-contractor MWBE/HUB/SBE designation.

### **Tab 3 – Project Approach – Disaster Recovery and Remediation Services**

(If not proposing on Disaster Recovery, you can omit Tab 3 and skip to Tab 3A)

The Bidder/Proposer shall provide a detailed description of the remediation services that your company provides and describe in detail how your company will provide the following:

- (1) Stabilize and dry the air with fresh air to prevent the growth of mold and mildew.
- (2) Take immediate action to remove all traces of standing water.
- (3) Evaluate the feasibility of restoring versus replacement of items.
- (4) Identify and tag all items that will be restored.
- (5) Provide documentation of damaged/lost items.
- (6) Pack, transport, and store salvageable items.
- (7) Provide dry down methods to prevent and /or eliminate excess water.
- (8) Take immediate odor-control steps.
- (9) Clean, Dry, and deodorize all items and surfaces.
- (10) Remove all acidic smoke and soot from all surfaces.
- (11) Complete water and/or fire damage restoration.
- (12) Your ability to respond if multiple Colleges are affected by a large-scale, state-wide event.

### Tab 3A – Project Experience & Capacity – Debris Monitoring

(If not Proposing on Debris Monitoring, you can omit this Tab)

Describe, in detail, how the service will be provided based on similar past experience. The Bidder/Proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work. **SF** requests that you describe examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris monitored, service period, number of disposal sites where monitoring occurred, and other relevant explanatory or descriptive information.

State the size of the firm's staff, the location of the office from which this service is to be performed, and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The **Bidder/Proposer** shall include the mobilization response time for the **Consortium Member Colleges**. Include your capacity to respond if multiple Colleges are affected by a large-scale, state-wide event.

### Tab 4 –Qualifications of Firm and Key Personnel

The **Bidder/Proposer** shall identify the project manager and each individual who will work as part of this engagement. Include resumes of all involved in the delivery of the offered services. Include any professional designations and affiliations, certifications and licenses, etc.

### Tab 5 - References

Provide at least three (3) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, telephone, email address, length of the contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work. Include the following:

- (a) Agency name and address
- (b) Contact name
- (c) Title
- (d) Telephone number
- (e) Email address
- (f) Years products and or services were provided
- (g) Type of products and or services provided

### Tab 6 – Pricing – Disaster Recovery and Remediation

Provide pricing as outlined in section 5.0. This should be a printout of the excel spreadsheet.

### Tab 7 – Pricing – Debris Monitoring

The **Bidder/Proposer** shall provide information relative to providing the services outlined herein using the Fee Schedule form (Section 6.0 Pricing) Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. No "cost plus a percentage of cost" pricing shall be accepted by SF in accordance with federal regulations. **SF** is not responsible for expenses incurred in preparing and

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submitting a proposal.

## 2.2 Evaluation of Proposals – Disaster Recovery and Remediation

**SF** Purchasing staff will evaluate all proposals submitted to determine the extent to which they comply with requirements herein, and to which **Bidder/Proposer(s)** best meet the needs of **Consortium Member Colleges**.

Proposals will be evaluated in two stages. The **first stage** will be a general evaluation of the completeness of all required **SF** Forms, other required documentation and overall structure of proposal (**Pass/Fail**). Proposals deemed to be responsive will receive a Pass grade and then move to the second stage of the evaluation process.

The **second stage** will be scored using the criteria below, with a maximum score of 100 points. The approach and criteria are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a Competitive Range. Criteria descriptions are not meant to be exhaustive and **SF** may use any obtainable relevant information in the evaluation process.

The evaluation committee will choose the **Bidder/Proposer** that it finds to be most advantageous to **Consortium Member Colleges** based upon the evaluation criteria. The results of the evaluations and the selection of a proposal(s) for any award will be documented.

Consortium and Member College reserve the right to award to multiple vendors based on the ability of proposers to serve different areas and potential work volume due to a serious storm or multiple storms. Member Colleges may choose to use any of the awarded vendors that can service their locations.

**Evaluation Criteria Table**

<b>Criteria Description</b>	<b>Possible Point Award</b>
<b>A. SF FORMS, other required documentation and overall completeness of Proposal: This includes demonstrated ability to meet the small and minority businesses, women’s business enterprises, and labor surplus area firm participation, or a documented “good faith effort”.</b>	<b>Pass/Fail</b>
<b>B. Business Viability, Capability &amp; Organization</b>	<b>20</b>
<b>C. Project Approach</b>	<b>20</b>
<b>D. Qualifications and Experience</b>	<b>20</b>
<b>E. Services and Rates</b>	<b>40</b>
<b>Total:</b>	<b>100</b>

## 2.3 Evaluation of Proposals – Debris Monitoring

**SF** Purchasing staff will evaluate all proposals submitted to determine the extent to which they comply with requirements herein, and to which **Bidder/Proposer(s)** best meet the needs of **Consortium Member Colleges**.

Proposals will be evaluated in two stages. The **first stage** will be a general evaluation of the completeness of all required **SF** Forms, other required documentation and overall structure of proposal (**Pass/Fail**). Proposals deemed to be responsive will receive a Pass grade and then move to the second stage of the evaluation process.

The **second stage** will be scored using the criteria below, with a maximum score of 100 points. The approach and criteria are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a Competitive Range. Criteria descriptions are not meant to be exhaustive and **SF** may use any obtainable relevant information in the evaluation process.

The evaluation committee will choose the **Bidder/Proposer** that it finds to be most advantageous to **Consortium Member Colleges** based upon the evaluation criteria. The results of the evaluations and the selection of a proposal(s) for any award will be documented.

Consortium and Member College reserve the right to award to multiple vendors based on the ability of proposers to serve different areas and potential work volume due to a serious storm or multiple storms. Member Colleges may choose to use any of the awarded vendors that can service their locations.

**The ideal proposer will have the capacity to respond to a large-scale statewide event.**

Evaluation Criteria Table

Criteria Description	Possible Point Award
<b>A. SF FORMS, other required documentation and overall completeness of Proposal: This includes demonstrated ability to meet the small and minority businesses, women's business enterprises, and labor surplus area firm participation, or a documented "good faith effort".</b>	<b>Pass/Fail</b>
<b>B. Business Viability, Capability &amp; Organization</b>	<b>20</b>
<b>C. Capacity to Respond to Major and Catastrophic Disasters</b>	<b>20</b>
<b>D. Qualifications and Experience (including references) This category will also serve as a "catch-all" for any other comparisons between proposals that are not otherwise classified.</b>	<b>20</b>
<b>E. Services and Rates</b>	<b>40</b>
<b>Total:</b>	<b>100</b>

## 3.0 Scope and Specifications – Disaster Recovery and Remediation

It is the intention of Consortium to establish one or more contract(s) with highly qualified Contractor(s) for **Disaster Recovery and Remediation Services**. Contractor(s) shall, at the request of Consortium or any Consortium member college, provide these services under the terms of this CSP and the Contract set forth in Section **1.0 General Terms and Conditions**. Contractor shall assist the Consortium member college with making a determination of its individual needs

### 3.1 Term

The term of the agreement for these services shall be for a period of 3 years. Contract start date is expected to be **July 1, 2020**. Upon mutual consent, the term may be renewed for a period of **2 years**. (Agreement with each member college may have the start date vary.)

### 3.2 Scope

The Contractor(s) awarded a contract shall provide comprehensive strategies designed to reduce the overall risk and vulnerabilities in the wake of a disaster. The following categories of services and associated equipment are anticipated. This listing of services is not meant to be exhaustive.

- Fire, Smoke, Soot and Water damage Restoration of structure and contents
- Water Extraction, Moisture Reading and Moisture Control (dehumidification)
- Desiccant /refrigerant drying
- Heating, Ventilation, Air Conditioning Decontamination, and Cleaning
- Microbial Remediation
- Odor Control
- Documents, Books & Vital Records Recovery/Restoration
- Electronics Restoration
- Telecommunications Recovery
- Media Recovery
- Clean Up and Decontamination from Domestic Terror Events
- Project Management
- Carpet Cleaning
- Air Duct Cleaning
- Tile & Grout Cleaning/Sealing
- Biohazard Trauma, Blood borne Pathogen Clean-up
- Textiles Mitigation/Cleaning
- Documentation (inventory of damaged, discarded and/or removed items; project log, atmospheric conditions, moisture content, etc.)
- Salvage
- Asbestos Abatement
- Disposal of Hazardous Materials
- Transportation and Storage
- Mobile Lodging/Mobile Command Facilities

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- Expert Consulting / Training
- Similar, related disaster mitigation services

**NOTE: This scope of this RFP does not include permanent repair or re-construction services. For example, sheet rock can be removed, but not replaced; carpets can be removed, but not replaced, etc.**

### 3.3 Specifications

- (1) **Bidder/Proposer** shall have the ability to respond within 12-24 hours. No **Bidder/Proposer** will be considered if they are unable to meet this requirement.
- (2) **Bidder/Proposer** shall will track and account for employee time and expendables used in the disaster restoration according to FEMA requirements.
- (3) **Bidder/Proposer** shall furnish all labor, equipment, and materials to perform any and all manner of recovery and remediation services.
- (4) **Bidder/Proposer** shall ensure that all water/moisture/smoke remediation shall be performed so as to prevent additional damage.
- (5) **Bidder/Proposer** must have an environmental health and safety program for discovery and dealing with hazardous materials. All personnel shall have completed the appropriate OSHA Hazmat courses and have proper certifications where required.
- (6) **Bidder/Proposer** must be knowledgeable of FEMA requirements for record keeping and provide timely and accurate reports for submission to FEMA or the Consortium's insurance provider for reimbursement.

### 3.4 Insurance

Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 general aggregate limit. Coverage must include liability arising from products-completed operations and liability assumed in an insured contract; ISO endorsement CG 25 03, Designated Construction Project/per project aggregate limit; and Santa Fe College or Member College and its Board of Trustees, officers, employees, agents, and volunteers are to be included as an additional insured using ISO additional insured endorsement CG 20 10 and CG 20 37 (Completed Operations).

Commercial Auto Liability: \$1,000,000 each accident limit for bodily injury and property damage. Coverage must include all owned, leased, hired and non-owned vehicles.

Workers' Compensation: Coverage A – workers' compensation – statutory limit required and Coverage B – employers liability \$1,000,000 each accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee. Contract should include waiver of subrogation in favor of Santa Fe College or Member College.

Umbrella or Excess Liability: \$1,000,000 each occurrence and annual aggregate; limit requirement could vary by project.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the Member College except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to Member College.

All required insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs available to member colleges.

## 4.0 Scope and Specifications – Debris Monitoring

### 4.1 Term

The term of the agreement for these services shall be for a period of 3 years. Contract start date is expected to be **July 1, 2020**. Upon mutual consent, the term may be renewed for an additional period of **2 years**. (Agreement with each member college may have the start date vary.)

### 4.2 Scope

Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance with all regulatory requirements. Bidder/Proposer may be utilized to monitor and document non-declared events as well.

All **Bidder/Proposers** are required to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris. The **Member College** will select a firm to monitor its debris removal operations and document eligible debris quantities and reasonable expenses.

**Bidder/Proposer** must be able to handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a larger square footage of the **Member College** and mixed debris, or could be a Catastrophic Event where the entire **Consortium** membership is affected and there are multiple types of debris that will need to be removed.

### 4.3 Specifications

- (1) **Staff Mobilization.** When a potential future disaster threatens a **Member College**, the debris monitoring firm (**Contractor**) will mobilize 2 to 3 days in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. **Contractor** will mobilize right away when requested to respond to unpredicted disasters. Additional **Contractor** staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is the responsibility of the **Contractor**.
- (2) **Field Documentation of Work.** **Contractor** shall carefully document right-of-way (ROW) debris removal activities and removal of eligible hazardous trees and hazardous hanging limbs. **Contractor** will work closely with the **Member College** and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. **Contractor** shall communicate with FEMA to ensure documentation supports project reimbursement. **Contractor** will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.
- (3) **Collection Monitoring of Rights-of-Way and Public Property Debris Removal.** **Contractor** will provide collection monitors with each of the **Member College's** debris removal contractor loading crews to ensure each load is related to the disaster and follows FEMA PA guidelines. The street address and/or GPS coordinates will be recorded on each load ticket. The **Contractor** will initiate an electronic load ticket or multi part paper load ticket in the field for each load. Load tickets will contain information related to the

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location of the debris, time, date, truck identification, truck driver, etc. Each load ticket will then be delivered by the truck driver, to the disposal site or Debris Management Site (DMS) for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the **Member College**.

- (4) **Contractor Training.** **Contractor** will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The **Contractor** will be required to perform adequate training for locally hired staff. All **Contractor** employees must be able to effectively communicate to a level appropriate to their responsibilities.
- (5) **Spot Checks and Auditing of Contractors.** **Contractor** will provide management and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are communicating effectively with the **Member College's** debris removal contractor.
- (6) **Project Mapping.** Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the **Member College's** information, and FEMA documentation.
- (7) **Truck Certification.** **Contractor** will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Certification data will be available at each DMS/disposal site for verification. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, and for detecting modifications, such as changes to sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification will be performed for vehicles that have potentially been altered after initial certification.
- (8) **Quality Control/Quality Assurance.** A QA/ QC program should be implemented by the **Contractor** to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.
- (9) **DMS/Disposal Sites.** **Contractor** will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. **Contractors** will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, where applicable.
- (10) **Data Management.** **Contractor** will establish an advanced project data management system and upload load ticket information on a daily basis. This information can be provided to the **Member College**, FEMA, and the debris removal contractor, as directed by the **Member College**. This will include GPS coordinates / addresses for tree and stump removal. Additionally, the staff will work with the debris removal contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the **Member College**. Furthermore, **Contractor** will organize field information for FEMA documentation including photographs and/or GPS coordinates. **Contractor** will help track invoices for FEMA reimbursement and provide additional supporting information as requested.
- (11) **Other Related Services.** Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

**(12) Safety Meetings and Monitoring Updates.** Safety of monitoring staff is of paramount importance. **Contractor** will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

**(13) Coordination Meetings with Contractor(s).** **Contractor** will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

**(14) Contractor Damages.** The **Contractor** may be asked to develop a database application to track and help the **Member College** manage contractor damages.

**(15) Status Reports.** **Contractor** will provide detailed daily or weekly status reports to the **Member College** as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to **Member College** officials.

## 4.4 Insurance

Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 general aggregate limit. Coverage must include liability arising from products-completed operations and liability assumed in an insured contract; ISO endorsement CG 25 03, Designated Construction Project/per project aggregate limit; and Santa Fe College or Member College and its Board of Trustees, officers, employees, agents, and volunteers are to be included as an additional insured using ISO additional insured endorsement CG 20 10 and CG 20 37 (Completed Operations).

Commercial Auto Liability: \$1,000,000 each accident limit for bodily injury and property damage. Coverage must include all owned, leased, hired and non-owned vehicles.

Workers' Compensation: Coverage A – workers' compensation – statutory limit required and Coverage B – employers liability \$1,000,000 each accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee. Contract should include waiver of subrogation in favor of Santa Fe College or Member College.

Umbrella or Excess Liability: \$1,000,000 each occurrence and annual aggregate; limit requirement could vary by project.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the Member College except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to Member College]

All required insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs available to member colleges.

## 4.5 Additional Requirements

### (1) Price Ceiling

Contracts/purchase orders issued under this RFP must include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)). Contractor shall estimate the price of the expected work based on the rates proposed and must supply a ceiling price prior to any work being performed. The ceiling price must not be so high as to render it meaningless as a cost control measure. A reasonable ceiling price shall be

negotiated between the Member College (in consultation with the Consortium, if desired by Member College) and the Contractor based on the specific needs and circumstances of the catastrophic event.

(2) Changes in FEMA Guidelines During Contract Period

Any subsequent changes to FEMA requirements for disaster recovery monitoring contracts or methodology shall automatically be considered included herein. Contractor shall be responsible for assuring compliance with any such requirements provided by FEMA for Contractor's services. Should such changes materially impact the Agreement, Contractor must provide notice to each participating Member College within 60 days of the FEMA change, or the change will be considered accepted by the Contractor without further action required. The parties will work in good faith to amend the agreement(s) to comply with the changes. However, if the parties cannot agree on an amendment, the agreement(s) will terminate.

## 5.0 Pricing – Disaster Recovery and Remediation

Bidder/Proposer MUST provide pricing including any additional pricing examples and pricing discount schedules that need to be submitted to provide Consortium and its member colleges with comprehensive pricing information. **Bidder/Proposer** may submit time and materials pricing, a catalog or price lists for supplies, materials, and equipment **with discount provided separately from price lists**, and hourly not-to-exceed rates for labor.

(1) **Discounts provided on price lists and catalogs** – Detail the average discount provided by the

**Bidder/Proposer** on stated prices. Discount should not be already taken off catalog pricing lists and catalogs. Discounts need to be provided separately.

- Provide discount schedules for all products **Bidder/Proposer** intends to offer, shown either by category or code. Use separate discount for any net items with description of these net items.
- Provide labor notes for each category shown that **Bidder/Proposer** is proposing. These notes must include **Bidder/Proposer's** overhead, profit. Provide **Bidder/Proposer's** miscellaneous material markups. If **Bidder/Proposer** does not provide this labor classification, mark "NA" (Not Available).
- Provide a description on how **Bidder/Proposer** intends to guarantee the performance of **Bidder/Proposer's** labor, and what benchmark will be used to determine the labor hours for each project.
- Indicate any list price adjustment **Bidder/Proposer** intends on providing during the contract period and on what it is based. For example: CPI.

(2) **Hourly rates** – Provide an hourly not-to-exceed rate for all categories of labor to be provided under this RFP.

**An excel spreadsheet has been provided for your use to complete this section. You must use the excel sheet to respond or your proposal will be rejected. Please visit <https://www.sfcollege.edu/finance/purchasing/bids/index> to download this file.**

**Note that contracts/purchase orders issued under this RFP will include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)).**

## 6.0 Pricing – Debris Monitoring

### Fee Schedule:

Each Bidder/Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Bidder/Proposer may also include additional, optional positions and services.

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATE</u></b>
Project Manager	\$ _____
Operation Managers	\$ _____
Data Manager	\$ _____
GIS Analyst	\$ _____
Field Supervisor	\$ _____
Debris Site/Tower <b>Contractors</b>	\$ _____
Collection <b>Contractor</b>	\$ _____
Load Ticket Data Entry Clerk/Clerical	\$ _____
Billing/Invoice Analysts	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

On-Site response time after notification \_\_\_\_\_ Hours

Commencement of work after issuance of Notice to Proceed \_\_\_\_\_ Hours

**Contracts/purchase orders issued under this RFP must include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)). (Also, see section 3.5.)**



## 7.0 Bidder/Proposer Contact Information

The bidder must provide a contact person to which all College communications should be directed.

### **PRINT CLEARLY OR TYPE**

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

**In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:**

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee, engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection 1.
- In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I hereby certify that this firm complies fully with the above requirements.**

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

# APPENDIX B: FEMA CERTIFICATIONS

## FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS

The activation of any Contract resulting from this RFP will be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP:

### DAMAGES, 2 CFR §200.326 APPENDIX II TO PART 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, College shall have all rights and remedies against Contractor as provided by law.

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### TERMINATION RIGHTS, 2 CFR § 200.326 APPENDIX II TO PART 200 (B)

- (1) Termination for Convenience: Whenever the interests of College (COLLEGE) so require, COLLEGE may terminate the parties' Agreement, in whole or in part, for the convenience of the COLLEGE. COLLEGE shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by COLLEGE, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
- (2) Termination for Cause: The COLLEGE may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by COLLEGE.

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### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 APPENDIX II TO PART 200 (C)

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed,

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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. 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) 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) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 Agreement or with any of the said rules, regulations or orders, this Agreement 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 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) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

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**DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 APPENDIX II TO PART 200  
(D)**

- (1) David-Bacon Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016);

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- (2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor 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 Government must report all suspected or reported violations to the appropriate Federal agency.
- (3) If applicable to the work and services performed by Contractor under the parties' Agreement:
- (a) 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 Agreement.
  - (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
  - (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**Note: The Davis-Bacon and Copeland Anti-Kickback requirements do not currently apply for Public Assistance Grants, such as reimbursements from FEMA for the work specified herein. Therefore, the Contractor is not required to follow these provisions currently. Contractor shall only be required to follow these provisions if the laws/rules change requiring Public Assistance Grants to follow these provisions during the term of the agreement.**

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**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 APPENDIX II TO PART 200  
(E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (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

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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 (I) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Government 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) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

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#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (F)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

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#### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (G)**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include the foregoing requirements in each subcontract exceeding \$100,000.

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## **ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 APPENDIX II TO PART 200 (H)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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## **DEBARMENT AND SUSPENSION, 2 CFR §200.326 APPENDIX II TO PART 200 (I)**

- (1) This Agreement 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. § 180.9XX) 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 GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## **BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (J)**

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

**PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 APPENDIX II TO PART 200 (K) AND 2 CFR §200.322**

- (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-
- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

Initials of  
Authorized Agent of  
Bidder/Proposer

**AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

Initials of  
Authorized Agent of  
Bidder/Proposer

**ACCESS TO RECORDS**

Santa Fe College on behalf of the Florida College System Risk Management Consortium  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
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- (1) Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 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.

Initials of Authorized Agent of Bidder/Proposer
---

### SEAL, LOGO AND FLAGS

Contractor shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

Initials of Authorized Agent of Bidder/Proposer
---

### COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. Contractor will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Initials of Authorized Agent of Bidder/Proposer
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### NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, Contractor, or any other party pertaining to any matter resulting from the contract.

Initials of Authorized Agent of Bidder/Proposer
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Santa Fe College on behalf of the Florida College System Risk Management Consortium  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
Page **45** of **47**

## PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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.

\_\_\_\_\_  
Initials of  
Authorized Agent of  
Bidder/Proposer

## TIME AND MATERIALS

Any time and materials contract must include a ceiling price that the Bidder/**Proposer** exceeds at its own risk. The Bidder/**Proposer** also agrees for Bidder/**Proposer** to assert a high degree of oversight in order to obtain reasonable assurance that the Bidder/**Proposer** is using efficient methods and effective cost controls, and Bidder/**Proposer** agrees to fully cooperate with such oversight measures. 2 CFR§ 200.318(j)(1).

\_\_\_\_\_  
Initials of  
Authorized Agent of  
Bidder/Proposer

## NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS

Bidder/**Proposer** acknowledges that Bidder/**Proposer** was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR § 200.319(a).

\_\_\_\_\_  
Initials of  
Authorized Agent of  
Bidder/Proposer

## "COST PLUS A PERCENTAGE OF COST" CONTRACTS PROHIBITED

"Cost plus a percentage of cost" or "percentage of construction cost" forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d).

\_\_\_\_\_  
Initials of  
Authorized Agent of  
Bidder/Proposer

## BONDING REQUIREMENTS

Santa Fe College on behalf of the Florida College System Risk Management Consortium  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

Page **46** of **47**

In accordance with 2 CFR § 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of College or other Consortium member college provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor 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.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. 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 for in the contract.

Initials of Authorized Agent of Bidder/Proposer
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Santa Fe College  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
ADDENDUM #1

This addendum needs to be signed and returned with your proposal.

#### CHANGE TO SPECIFICATIONS

Section 3.3, Specifications, Item #4 is changed to read:  
Bidder/Proposer shall ensure that all water/moisture/smoke remediation services shall be performed in a good and workmanlike manner and to industry standard.

#### PROPOSAL SUBMISSION AND OPENING

The Purchasing office at Santa Fe College remains closed to the public. Therefore, submissions MUST be made by mail to the address specified in Section 1.2 of the RFP. There will not be a public bid/RFP opening. Instead, interested parties may receive a list of vendors that submitted by e-mailing [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu) after the opening.

#### SCORING MEETING

The Scoring Meeting on July 31 will be held by Zoom conference beginning at 10:00 a.m. For information on how to remotely attend the meeting, please e-mail [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu) or call 352-395-5230 at least 15 minutes in advance of the meeting and leave a message with your e-mail address clearly stated so that the meeting information can be e-mailed to you. Vendors are not required to attend.

If there are a significant number of submissions, we may need to reschedule the scoring meeting to a later date. Please check the website on the evening of Friday, July 24, 2020 for any addenda with scoring meeting or other logistical changes. (If there is no addendum, the meeting will continue as scheduled.)

#### RFP QUESTIONS AND ANSWERS

Q1. Both previous RFPs for these services were canceled. Are you able to tell us why those were canceled or were you just not happy with the proposals received?

A1. In both cases we did not have a sufficient number of responsive proposals. We have changed the parameters of the RFP slightly to allow for a pricing methodology that we hope will be more in line with how these services are provided.

Q2. Can we e-mail the proposal documents to you, and if so, what e-mail address should we use?



A2. No. As per Section 2.0, each vendor must submit 1 printed original, 1 printed copy, and a flash drive with an electronic version. The price sheet must be in Excel format. Even if the College remains closed due to the COVID-19 situation, the College's Receiving department remains available to receive submissions.

Q3. Do you want use to also submit our T&M Rate Sheet?

A3. Yes, but should anything contradict between your rate sheet and the excel price sheet you submit, the excel price sheet shall govern.

Q4. If yes to Q3, can the T&M include 3% small tools charge and rental equipment markups 10/10% for overhead and profit? Or is that not allowed or would negative effect scoring?

A4. Yes, you can. However, this may cause the users of the agreement to not be reimbursed for that portion through FEMA. It could negatively affect scoring if other vendors provide proposals with a pricing format more acceptable to FEMA.

Q5. If we have a contract under a cooperative, can we submit that contract as our response, or will that not qualify?

A5. For the purposes of this RFP, that would not qualify as we would need the response to be in accordance with the language of our RFP rather than referring to another contract that might conflict. However, you are welcome to share information on any public contracts you have been awarded through a public solicitation process. (Such contracts will not affect scoring, but we would certainly appreciate any such information.)

Q6. Will we have to be able to service every College listed in the RFP?

A6. Our expectation is that if you are responding to this RFP that you can indeed service every entity listed, and indeed, multiple entities in the case of an event that affects multiple Colleges. If you are not able to service every entity or respond satisfactorily to multiple Colleges at the same time, you must disclose this as part of your submission. It will not automatically disqualify you, but it will likely result in a lower score.

Q7. We would like to make edits to Section 1.28, Liability (Hold Harmless Agreement). May we do so?

A7. No. This term shall remain as stated. If you are unable to agree to this, please do not submit a proposal.

Q8. We would like to make edits to Sections 1.35.1, 1.35.2, 1.65, and the "AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) Section regarding access to records to clarify that these requests are limited to billing and payment. May we do so?

A8. No. These terms shall remain as stated. Florida statute provides specific exemptions to public records, but if records associated with this contract are not

specifically exempt by those (or Federal) statutes, they must be accessible as required by the RFP. If you are unable to agree to this, please do not submit a proposal.

Q9. We would like to change wording in item #4 of Section 3.3 (Specifications) as follows:

“Bidder/Proposer shall ensure that all water/moisture/smoke remediation services shall be performed in a good and workmanlike manner and to industry standard.”

A9. This is accepted. (See “Change to Specifications” above.)

### Future Inquiries

No future inquiries can be received at this time. If you are unsure of a particular specification, please include options in your proposal (“if the RFP meant X, then here is our proposal response, but if the RFP meant “Y”, then here is our other proposal response). (If you have any trouble accessing files, or if the COVID-19 pandemic causes unforeseen circumstances that affect you above and beyond what would be expected, you may contact [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu) for assistance or to discuss.)

Calendar updates may occur due to unexpected circumstances or if the number of proposals received are significantly greater than anticipated. (We may change/extend the date for the evaluation meetings and award date.) Please visit <https://www.sfcollge.edu/finance/purchasing/bids/index> periodically to monitor any such announcements.

### Proposer’s Certification

I have read, and agree to abide by the terms and conditions included in the bid and this addendum. I certify that I am authorized to sign on behalf of the company named below.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

Proposals are due Wednesday, July 22, 2020 by 3:00 p.m.

Santa Fe College  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
ADDENDUM #2  
8/5/2020

**This addendum is for informational purposes only and does NOT need to be signed and returned with your proposal.**

**SCORING MEETING**

There will be a follow-up Evaluation Meeting on Wednesday, August 12<sup>th</sup>. The meeting will be held by Zoom conference beginning at 10:00 a.m. For information on how to remotely attend the meeting, please e-mail [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu) or call 352-395-5230 at least 15 minutes in advance of the meeting and leave a message with your e-mail address clearly stated so that the meeting information can be e-mailed to you. Vendors are not required to attend.

Santa Fe College  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
ADDENDUM #3  
8/13/2020

**This addendum is for informational purposes only and does NOT need to be signed and returned with your proposal.**

**DEBRIS MONITORING**

The recommended award posted for Debris monitoring on 8/3/20 is official, and this portion of the RFP is concluded.

**DISASTER RECOVERY AND REMEDIATION**

**Q&A SESSIONS**

At the evaluation meeting on 8/12/20, the committee determined that Q&A sessions will be requested of the vendors that submitted for Disaster Recovery and Remediation that reached the second stage of evaluation (as defined in Section 2.2). These sessions are expected to take place between September 2 and September 8. They are not open to the public.

**EVALUATION MEETING**

There will be a follow-up Evaluation Meeting on Monday, September 14<sup>th</sup>. The meeting will be held by Zoom conference beginning at 10:00 a.m. For information on how to remotely attend the meeting, please e-mail [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu) or call 352-395-5230 at least 15 minutes in advance of the meeting and leave a message with your e-mail address clearly stated so that the meeting information can be e-mailed to you. Vendors are not required to attend.

## **EXHIBIT II**



### **Proposal**

**to**

### **Santa Fe College RFP #17-20C Disaster Recovery and Remediation Services / Debris Monitoring**



**Due Date: May 18, 2020**

**Corporate Headquarters  
BELFOR USA Group, Inc.  
185 Oakland Avenue, Suite 150  
Birmingham, MI 48009  
248-594-1144**

**Account Manager  
Jason McGlinchey  
Phone: (954) 275-1977  
Email:  
[jason.mcglinchey@us.belfor.com](mailto:jason.mcglinchey@us.belfor.com)**

# Tab 1

## Required

## SF Forms



# Solicitation Acknowledgement (REQUIRED)

This page must be signed and included with your submission. Failure to do so will result in immediate rejection of your submission.

## Solicitation RFP 17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.

**The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida Statute 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions:** Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida's public records law, the bidder/proposer **must provide evidence** of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked "Confidential" that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)

The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College's complete discretion) result in the rejection of the entire submission.

The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.

### Bidder/Proposer Business Name

BELFOR USA Group, Inc.

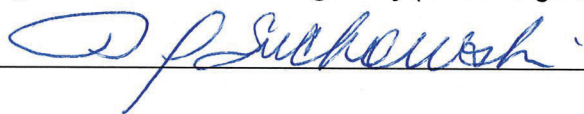
### Business Address

185 Oakland Avenue, Suite 150, Birmingham, MI 48009

### Printed Name & Title of Authorized Signatory

Paul Suchowski, Controller

### Signature of Authorized Signatory (Please Sign & Date)



7/17/2020

Santa Fe College on behalf of the Florida College System Risk Management Consortium  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
Page 3 of 47

Santa Fe College  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
ADDENDUM #1

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“Bidder/Proposer shall ensure that all water/moisture/smoke remediation services shall be performed in a good and workmanlike manner and to industry standard.”

A9. This is accepted. (See “Change to Specifications” above.)

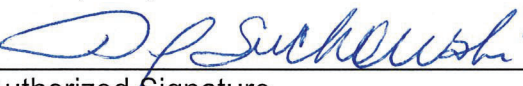
#### Future Inquiries

No future inquiries can be received at this time. If you are unsure of a particular specification, please include options in your proposal (“if the RFP meant X, then here is our proposal response, but if the RFP meant “Y”, then here is our other proposal response). (If you have any trouble accessing files, or if the COVID-19 pandemic causes unforeseen circumstances that affect you above and beyond what would be expected, you may contact [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu) for assistance or to discuss.)

Calendar updates may occur due to unexpected circumstances or if the number of proposals received are significantly greater than anticipated. (We may change/extend the date for the evaluation meetings and award date.) Please visit <https://www.sfcollge.edu/finance/purchasing/bids/index> periodically to monitor any such announcements.

#### Proposer's Certification

I have read, and agree to abide by the terms and conditions included in the bid and this addendum. I certify that I am authorized to sign on behalf of the company named below.

Paul Suchowski	Controller
_____ Name (Print)	_____ Title
 _____ Authorized Signature	7/17/2020 _____ Date
BELFOR USA Group, Inc.	
_____ Company Name	

Proposals are due Wednesday, July 22, 2020 by 3:00 p.m.

## 7.0 Bidder/Proposer Contact Information

The bidder must provide a contact person to which all College communications should be directed.

### PRINT CLEARLY OR TYPE

Contact Name: Jason McGlinchey

Phone: (954) 275-1977 - Cell; 904-240-0250 Office

E-mail: jason.mcglinchey@us.belfor.com



## APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee, engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection 1.
- In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I hereby certify that this firm complies fully with the above requirements.

SIGNATURE



TITLE Controller

DATE 7/17/2020




# APPENDIX B: FEMA CERTIFICATIONS

## FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS

The activation of any Contract resulting from this RFP will be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP:


### DAMAGES, 2 CFR §200.326 APPENDIX II TO PART 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, College shall have all rights and remedies against Contractor as provided by law.

 Initials of  
Authorized Agent of  
Bidder/Proposer

### TERMINATION RIGHTS, 2 CFR § 200.326 APPENDIX II TO PART 200 (B)

- (1) Termination for Convenience: Whenever the interests of College (COLLEGE) so require, COLLEGE may terminate the parties' Agreement, in whole or in part, for the convenience of the COLLEGE. COLLEGE shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by COLLEGE, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
- (2) Termination for Cause: The COLLEGE may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by COLLEGE.

 Initials of  
Authorized Agent of  
Bidder/Proposer

### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 APPENDIX II TO PART 200 (C))

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):


- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed,

Santa Fe College on behalf of the Florida College System Risk Management Consortium  
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring  
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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. 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) 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) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 Agreement or with any of the said rules, regulations or orders, this Agreement 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 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) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

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**DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 APPENDIX II TO PART 200  
(D)**

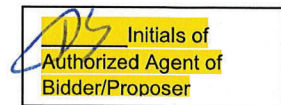
- (1) David-Bacon Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016);

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- (2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor 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 Government must report all suspected or reported violations to the appropriate Federal agency.
- (3) If applicable to the work and services performed by Contractor under the parties' Agreement:
- (a) 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 Agreement.
  - (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
  - (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**Note: The Davis-Bacon and Copeland Anti-Kickback requirements do not currently apply for Public Assistance Grants, such as reimbursements from FEMA for the work specified herein. Therefore, the Contractor is not required to follow these provisions currently. Contractor shall only be required to follow these provisions if the laws/rules change requiring Public Assistance Grants to follow these provisions during the term of the agreement.**

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**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 APPENDIX II TO PART 200  
(E) (40 U.S.C. 3701-3708)**


Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (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

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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 (l) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Government 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) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

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#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (F)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

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#### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (G)**


Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include the foregoing requirements in each subcontract exceeding \$100,000.

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### ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 APPENDIX II TO PART 200 (H)

If applicable to the work and services performed by Contractor under the parties' AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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### DEBARMENT AND SUSPENSION, 2 CFR §200.326 APPENDIX II TO PART 200 (I)

- (1) This Agreement 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. § 180.9XX) 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 GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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### BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (J)

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.


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Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

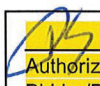
**PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 APPENDIX II TO PART 200 (K) AND 2 CFR §200.322**

- (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-
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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**AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.


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**ACCESS TO RECORDS**

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- (1) Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 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.

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### SEAL, LOGO AND FLAGS

Contractor shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

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### COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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### NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, Contractor, or any other party pertaining to any matter resulting from the contract.

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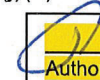
### PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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.

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### TIME AND MATERIALS

Any time and materials contract must include a ceiling price that the Bidder/**Proposer** exceeds at its own risk. The Bidder/**Proposer** also agrees for Bidder/**Proposer** to assert a high degree of oversight in order to obtain reasonable assurance that the Bidder/**Proposer** is using efficient methods and effective cost controls, and Bidder/**Proposer** agrees to fully cooperate with such oversight measures. 2 CFR§ 200.318(j)(1).

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### NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS

Bidder/**Proposer** acknowledges that Bidder/**Proposer** was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR § 200.319(a).

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### "COST PLUS A PERCENTAGE OF COST" CONTRACTS PROHIBITED

"Cost plus a percentage of cost" or "percentage of construction cost" forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d).


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### BONDING REQUIREMENTS

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In accordance with 2 CFR § 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of College or other Consortium member college provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor 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.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. 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 for in the contract.

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# Tab 2

## Business Viability, Capability & Organization

**Tab 2 – Business Viability, Capability & Organization**

- 1) **Company's Official registered name including brief company history, ownership, organization and year established.**

Company Name: BELFOR USA Group, Inc. dba BELFOR Property Restoration

History & Ownership

BELFOR was originally founded in 1946 in Dearborn, Michigan as Quality Awnings & Construction and then become Inrecon, LLC in 1981. After being acquired by Haniel Corporation in 2001, the company name was changed to BELFOR.

BELFOR USA Group, Inc. was incorporated in the State of Colorado in June, 1995.

On November 2, 2006, BELFOR Holdings Inc. (comprised of a group of BELFOR managers) completed its purchase of 100 percent of BELFOR International.

In April of 2019, BELFOR USA Group, Inc. was acquired 100% by BELFOR USA Ltd.

Today, BELFOR is a largest privately-held restoration company in the world and the global leader in disaster recovery and property restoration.

**Organization**

- **Network of local BELFOR offices** (111 in North America, 38 in Canada and more than 300 globally) providing a consistent level of quality and service. Each serves clients and properties in their surrounding areas (and beyond as assigned) for immediate emergency response and mitigation.
- Local BELFOR office General Managers in the U.S. report directly to one of our eight **Regional Managers**, who in turn report directly to our Corporate Office. Our GMs are highly-experienced restoration professionals, most having owned their own restoration company before joining BELFOR.
- **Corporate Headquarters** located in Birmingham, Michigan, provides extensive support to local offices, including Human Resources, Accounting, Training, Safety, Mobile Fleet Support, Compliance Department, National Supplier Network, National Large Loss Team and BELFOR Call Center for immediate response and dispatch nationwide.
- **BELFOR's In-House Call Center** further refines our response systems. Callers receive fast, direct access to emergency responders 24/7/365. After answering a few initial questions for the BELFOR Agent, callers are connected with an on-call emergency manager in the nearest BELFOR office to the loss who can immediately dispatch manpower and equipment to the emergency scene.
- The **National Technical Services Division** located in Ft. Worth, TX, continually develops better products and methods for restoring facilities, machinery, electronics, and vital records. This results in higher efficiency and greater options for restoration, translating to faster recovery. This team is typically dispatched early in area-wide catastrophes.
- **BELFOR's Large Loss Division** is comprised of National Project Managers capable of running long-term, very large and/or highly technical projects. They are also engaged early in area-wide CAT responses.



- BELFOR's full-time **Research & Development Division** in Ismaning, Germany is constantly improving cleaning solutions and processes to make them safer, more effective and environmentally friendly.
- The following are BELFOR-owned subsidiaries add value by providing critical emergency services in tandem with our restoration teams:
  - 1-800-WATER DAMAGE – Property restoration franchise with 45 locations
  - BELFOR Environmental, Inc. – Full service environmental services firm
  - BAMCOR – Machinery and Equipment Restoration
  - ChemDry – Upholstery/carpet cleaning company with more than 3,500 locations worldwide
  - Delta – Property restoration franchise with 18 locations
  - DUCTZ North America LLC – HVAC disaster recovery and cleaning company
  - HOODZ North America, LLC – Restaurant hood cleaning company
  - The Property Group (TPG) – Janitorial services provide

## 2) Geographic coverage, including:

### a. Corporate office location

BELFOR Corporate  
185 Oakland Ave, Suite 150  
Birmingham, MI 48009

### b. Total number of employees within the company

North America – 3,403 employees  
Worldwide – Over 9,400

### c. Map and/or listing of sales and/or service office locations



07/2020

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**d. Areas of operations**

In North America, BELFOR responds in all 50 states and Canada. With 111 full-service locations in the U.S., 38 in Canada offices are uniquely positioned to respond to smaller losses on a local level and mobilize aggressively in area-wide disasters. BELFOR has over 350 total around the world.

In Florida, BELFOR has six (6) full service office locations:

- Fort Myers
- Gainesville
- Jacksonville
- Orlando
- South Florida
- Tampa

**3) Bonding Capacity**

*Please see Bonding Letter attached.*

**4) Organizational chart including proposed points of contact and a full-time project manager required to report to the Member College**

**The bidder must provide a contact person to which all College communications should be directed.**

National Account Managers – Jason McGlinchey & Charlie O'Connor

Account Managers have the ability, resources and authority to trigger any needed response after a property damage incident and are the primary individual accountable for any projects performed, from initial emergency response and reporting through final billing.

When a College representative activates our services, Jason and/or Charlie will immediately be alerted. They are primarily responsible for meeting your expectations and ensuring that local BELFOR offices follow the pre-established SOP.

Contact Name: Jason McGlinchey  
Phone: O - 904-240-0250 / C - 954-275-1977  
Email: [jason.mcglinchey@us.belfor.com](mailto:jason.mcglinchey@us.belfor.com)

Contact Name: Charlie O'Connor  
Phone: O - 813-386-3450 / C - 813-376-5305  
Email: [charlie.oconnor@us.belfor.com](mailto:charlie.oconnor@us.belfor.com)



Local BELFOR office employees typically respond from the local office nearest the impacted site in the following positions. (In catastrophe situations or on very large jobs, national employees may be mobilized.)

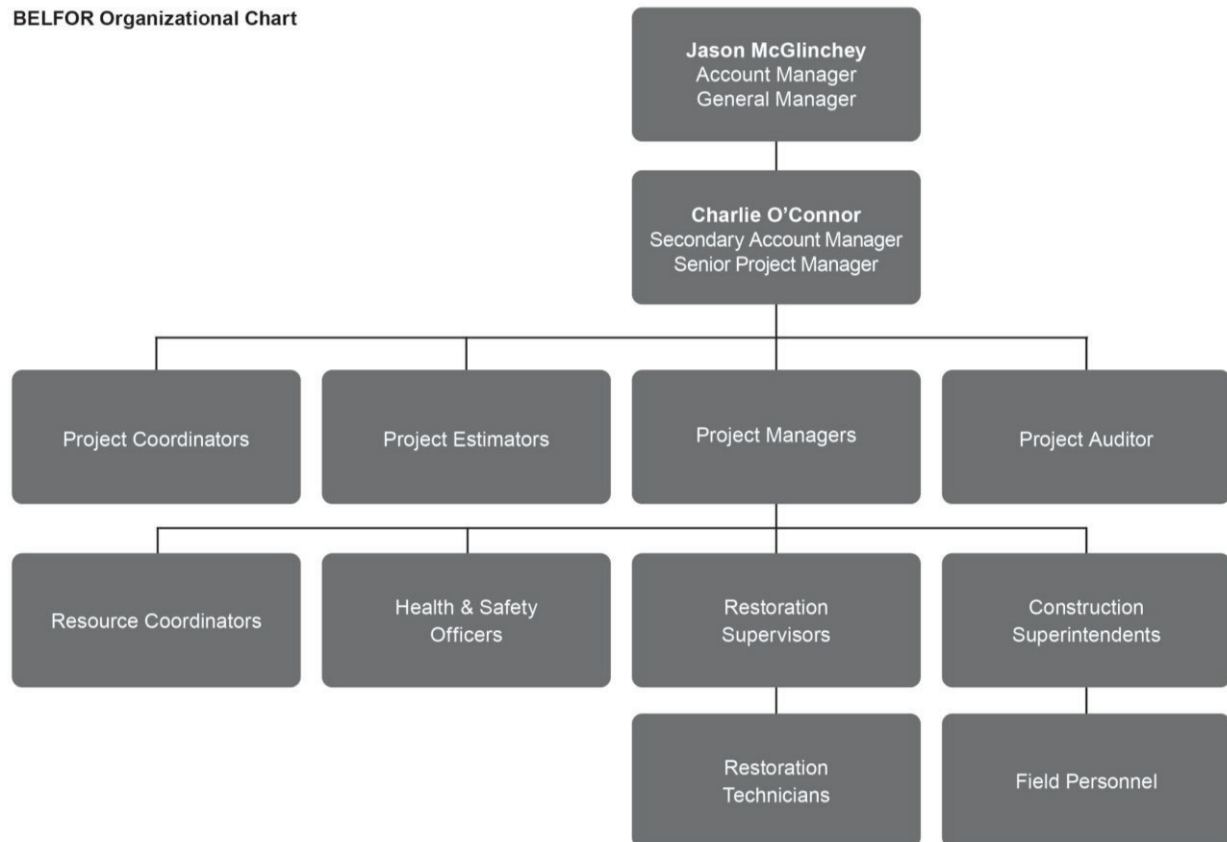
- Project Manager(s) - Upon arriving on-site, the Project Manager will do a quick, initial assessment report. A meeting with key personnel and insurance representatives will take place very soon thereafter to begin developing a full scope of damages and timeline for recovery.
- Restoration Supervisor - The lead person to work with the on-site contact upon arrival to begin emergency mitigation procedures. Authorized to call in additional manpower and equipment, as needed. Supervises and/or helps perform the work. Typically has earned several certifications, including Fire & Water Damage Restoration, Asbestos & Lead Paint Awareness, Mold Remediation, etc.
- Restoration Technician - Trained individual who acts as an Assistant Supervisor to oversee and/or perform the work.
- Estimator - Estimates the project; can also act as Project Manager if sizable enough to warrant this position.
- General Labor - Experience and training levels vary more widely. Team members are selected based upon specific expertise needed for a particular incident.

#### National Large Loss Divisions & Technical Services

For extremely large, highly technical projects or area-wide catastrophes, National Team members can be brought in to assist or lead portions of the project:

- National Technical Services Director, Kirk Lively – Would oversee technical portions of the project
- Sr. Project Manager, Vital Records Recovery, Rachelle Helms - Would work on-site to coordinate large vital records recovery projects
- National CAT Director, Daryl Tunno – Is the lead on distribution of resources in order to best respond to our clients in large-scale catastrophes
- National Team Director, Guy Buttaro – Will place and oversee national project managers on large scale and/or complex projects.
- National Operations Director, Robert Peetz – Can quickly amass a large volume of resources from around the world
- National Health & Safety Director, Tom Marlin – Would be dispatched on-site to assist Regional Health & Safety Officer for large or especially hazardous losses

**BELFOR Organizational Chart**



## 5) Detailed listing of Bidder/Proposer equipment and resources

BELFOR USA Group, Inc. owns the largest fleet of remediation equipment in North America, including the large inventories of equipment warehoused in our 150+ locations coast to coast.

### Cleaning & Decontamination Equipment

In addition to huge amounts of hand cleaning equipment and consumables (buckets, spray bottles, chemicals) we have: 5,000+ Air Filtration Devices (HEPA capable), 500+ portable carpet cleaning machines, 100+ floor cleaning machines (various types), 1,000+ mop/buckets, 24 steam cleaners, 250+ upholstery cleaning machines, 500+ pressure washers (both hot and cold), 5000+ HEPA vacuums, 1000+ upright vacuums, 2,000+ wet/dry vacuums, 300+ ozone generators, and 40+ media blasting machines (various media).

### Water Extraction & Structural Drying

450+ truck mounted extraction units, 1000+ portable extraction units, 400+ pumps (various sizes) 40,000+ air movers, 10,000+ portable refrigerant dehumidifiers, 75+ portable desiccant dehumidifiers, 45 mobile warehouses (each carries 300 air movers and 65 DH units)

### Power Generation

400+ total generators (various sizes ranging from 45kw to 2500 watts), 500+ distribution box / spider box, located in BELFOR warehouses across the US.

### **Cameras for Loss Documentation**

- 66 Matterport Cameras – for 3D documentation of losses
- Over 300 Infrared Cameras for tracking water losses

### **Mobile Fleet**

- BELFOR has a mobile fleet of response vehicles for rapid deployment anywhere additional resources are needed:
- 50 Mobile Warehouses – 53' tractor-trailers full of auxiliary drying equipment.
- 18 National Extraction Trucks
- 14 tractor-trailers (in addition to hundreds of smaller trucks and vans) which may be dispatched for document transportation services
- 6 diesel-powered refrigerated trailers that can be utilized as needed to pack and freeze wet paper materials
- 7 Mobile Vacuum Freeze Drying Chambers – for on-site vital records recovery
- 2 Mobile Electronics Restoration Labs
- 2 Mobile Command Centers – May be dispatched for catastrophe operations. Each generates their own power and has dedicated satellite towers and dishes, 32 workstations, computer systems, internet access, and video conferencing.
- Over 2,500 vehicles in the U.S. fleet alone



### **Additional Equipment Resources**

BELFOR retains strong partnership with several national equipment and supply companies, including Lowes, Sunbelt and Aggreko. Our agreement with Aggreko - the largest supplier of dehumidifiers, power generation and temporary temperature control equipment in the world – gives us immediate access to a large arsenal of additional equipment and specialty equipment.

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- 6) **Furnish a “Certificate of Registration” that identifies the States in which the Bidder/Proposer is authorized to conduct business.**

*See attached for BELFOR’s Certificate of Authority for the state of Florida.*

BELFOR is authorized to conduct business in all 50 states. The rest of BELFOR’s Certificates of Authority will be provided on an as-needed basis upon request.

- 7) **Bidder/Proposer must include a MWBE/HUB/SBE summary document explaining how Bidder/Proposer plans to foster small business participation in order to assist Member College meet affirmative steps for inclusion of these firms when federal dollars are expended. (See Section 1.74) List Bidder/Proposer MWBE/HUB/SBE designation (if any) and/or proposed sub-contractor MWBE/HUB/SBE designation.**

BELFOR typically self-performs 100% of emergency response, remediation and restoration work. For construction services, BELFOR subcontracts licensed and other trades, including electrical, plumbing and HVAC. The amount of work subcontracted varies upon the scope of work.

Should subcontracting be necessary for a project, BELFOR will make every effort to assist the Member College in meeting affirmative action steps for inclusion of MWBE/HUB/SBE affiliated firms. BELFOR can refer to the State of Florida Certified Minority Business Enterprise Online Directory and pursue the services of the Small Business Administration or the Minority Business Development Agency of the Department of Commerce to create a solicitation list of firms who have the capabilities to perform restoration and recovery services. They must also comply with BELFOR’s vendor requirements and carry proper insurance coverage.

Subcontractors already pre-approved by the college may be prioritized, if desired.

# Tab 3

## Project Approach

**Tab 3 – Project Approach**

**The Bidder/Proposer shall provide a detailed description of the remediation services that your company provides and describe in detail how your company will provide the following:**

**1) Stabilize and dry the air with fresh air to prevent the growth of mold and mildew.**

Our crews employ effective drying methods based on the science of drying. Psychrometrics weighs all pertinent variables, establishes goals and determines how best to recognize and document goal-attainment. Calculating the accurate amount, type and size of equipment needed, placement of same and number of air exchanges in a facility is crucial to rapid drying, minimizing property damage and avoiding complications from mold.

**2) Take immediate action to remove all traces of standing water.**

Removing standing water from the environment to stabilize conditions is an immediate goal upon arrival at a disaster scene.

Teams are trained and highly adept at tracking hidden moisture to avoid long-term, undetected water damage problems and mold issues. Infrared cameras help ensure effective moisture detection.

A moisture map is developed in the initial response. Daily inspections are performed to assure drying efficiency. BELFOR maintains drying logs throughout the project to monitor moisture content and psychrometric conditions. No drying is complete until Equilibrium Moisture Content is attained. Photo documentation is provided on every project.

**3) Evaluate the feasibility of restoring versus replacement of items.**

Our goal is to present the Member College and their insurance representatives with as many cost-effective options as possible. Project Managers will supply restoration options for damaged contents, based on:

- Cleanability - The item can be test-cleaned to demonstrate the level of cleanliness possible
- Ability to repair - Also dependent upon enough usable life to warrant repair and ability to maintain warranties and/or service agreements
- Cost-effectiveness - Cost of repair vs. replacement, taking into consideration lead times for replacement and loss of use
- Experience - BELFOR managers will provide the State with extensive experiential knowledge on which to base these decisions.

BELFOR has successfully recovered contents and inventory for all types of higher education facilities, including laboratory equipment, library and museum collections, power plant equipment, telescopes and specialty equipment, as well as standard furnishings.

Each local BELFOR office has substantial secured, climate-controlled warehouse storage space and access to additional storage at times of peak demand. In-plant processing areas include; cleaning stations, appliance cleaning and testing areas, electronics cleaning and testing areas, an ultrasonic cleaning area, climate- controlled drying chambers and ozone rooms for deodorization.

#### **4) Identify and tag all items that will be restored.**

BELFOR uses iCat software - a tool that quickly creates a comprehensive listing of on-site contents with details and photos, which can then be efficiently tracked in the resulting database. This increases productivity by reducing time and potential errors in transcribing and also provides your insurance representative with all the information needed to quickly settle your claim. This system provides complete detail, including:

- Full item details, including descriptions, make, model, color, etc.
- Location of item when removed
- Photos & Video of contents
- Bar-coding on each item and box, for tracking purposes
- This system provides a chain of custody to track possession and establishes warehouse controls for prompt access to needed items. With 24 hours' notice, specific items can be retrieved from our warehouse for authorized personnel.
- Reports are generated to allow the college to review the details of their contents in Excel, which will be uploaded and updated on a regular basis. The condition, status and location of each item

If temporary relocation and storage of contents – both affected and unaffected – is required to permit structural stabilization or restoration to occur, they are inventoried, brought to the BELFOR warehouse for processing and tracked through every stage of cleaning and temporary storage.

Critical items can be retrieved with 24 hours' notice. Only authorized representatives will be allowed to retrieve restored items from the BELFOR warehouse.

#### **5) Provide documentation of damaged/lost items.**

BELFOR Project Managers are familiar with the paperwork required by insurance companies and government entities such as FEMA for reimbursement of damaged/lost items. A comprehensive list with photo documentation will be provided.

#### **6) Pack, transport, and store salvageable items.**

Contents damaged in a loss and considered salvageable will be inventoried on site and removed from the location for cleaning. Pack-outs include using a variety of box sizes along with packaging and wrapping materials (i.e. shrink-wrap, bubble-wrap, packing paper). Complete written and photo inventory are provided using iCat software. BELFOR owns a fleet of moving vans and trucks of various sizes to ensure safe transport.

Contents are typically loaded right into a moving crate pre-positioned in one of our trucks. The contents move through various stations for cleaning (manual wiping, ozone treatment room, electronics restoration room), then are re-loaded into a clean crate for storage until the damaged facility is once again ready for occupancy.

#### **7) Provide dry down methods to prevent and / or eliminate excess water.**

When done correctly, structural drying is a science that weighs all pertinent variables, establishes goals and determines how best to recognize and document goal-attainment. BELFOR utilizes the most sophisticated dehumidification and monitoring equipment in the industry, along with highly-trained personnel to provide effective results and eliminate environmental concerns. Structural drying is very site-specific and one size never fits all.



BELFOR owns the largest fleet of dehumidification equipment in the USA. Beyond the extensive inventory warehoused in all of our offices around the country, fifty (50) mobile warehouses of auxiliary equipment are available for dispatch anywhere around the country. Each holds over 200 additional pieces of drying equipment.

For auxiliary equipment, BELFOR has national agreements with Lowes, Sunbelt, United, and Aggreko - the largest supplier of dehumidifiers, power generation and temporary temperature control equipment in the world.

#### **8) Take immediate odor-control steps.**

To combat odors associated with virtually any disaster and help eliminate health and safety concerns, we combine the use of specially trained technicians with the most up-to-date dehumidification and air purifying equipment available today. BELFOR has developed proprietary applications and techniques for the removal of source odors, and offers a safe and highly effective ozone treatment governed by strict OSHA and WCB guidelines.

The most effective way to remove the odor is to remove the source of the odor, versus sealing or masking techniques only, which can leak odor over time and/or as materials expand. BELFOR guarantees smoke odor removal on all fire damage projects.

BELFOR owns a large amount of HEPA filtered air scrubbers, which can be used for cleaning of ambient air to make the structures acceptable for occupancy.

#### **9) Clean, Dry, and deodorize all items and surfaces.**

In-plant contents processing areas include; cleaning stations, appliance cleaning and testing areas, electronics cleaning and testing areas, an ultra-sonic cleaning area, climate-controlled drying chambers and ozone rooms for deodorization.

Each BELFOR office has substantial secured, climate-controlled warehouse storage space and has access to additional storage at times of peak demand.

BELFOR has successfully recovered contents and inventory for all types of College Facilities, including laboratory equipment, library and museum collections, power plant equipment, telescopes and specialty equipment, as well as standard furnishings.

Our goal is always to present the Member College and pertinent insurance representatives with as many cost-effective options as possible.

#### **10) Remove all acidic smoke and soot from all surfaces.**

For fire damage, the approach depends upon the type of fire it was, how the smoke was generated and the environment affected. Factors include:

- Primary combustible material (what was consumed)
- Available oxygen to the fire (rate of combustion)
- Temperature of the smoke
- Temperature of the surrounding area
- Electrical charge of smoke particles
- Airflow patterns
- Arrangement of interior space

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24/7 hotline: 800.856.3333 | [www.belforusa.com](http://www.belforusa.com)

All of these factors determine how the smoke travels and the processes required for effective soot and odor removal. Trained technicians move quickly to determine the appropriate, most cost-effective cleaning processes. Corrosion control is performed to retain restoration options for electronics and equipment.

The scope of clean-up is broken into two segments: structure and contents. The determining factors in developing the proper type of cleaning for each depends on the type of soot (dry or wet), the level of heat (defined by the heat line) and the affected surfaces or items.

Proper cleaning is usually a combination of both dry and wet methods. Dry consists of air-washing, HEPA vacuuming or dry-sponging. Wet consists of washing with a specific cleaning and deodorizing product. Due to the acidic nature of soot, cleaning products used in fire restoration have a high pH to neutralize its corrosive effect.

Often the cleaning of contents can take place on-site. Temporary ozone chambers can be constructed with visqueen for on-site deodorization. Occasionally contents may have to be taken off-site to provide effective cleaning and deodorization.

## **11) Complete water and/or fire damage restoration.**

### **Water Damage Restoration**

BELFOR protocols and procedures are based on the IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration.

Emphasis in our emergency response is on safety and immediate mitigation procedures to minimize property damage. These include:

- Risk management and hazard identification (including asbestos)
- Discover and eliminate the source of the water
- Water extraction
- Furniture blocking and manipulation of other contents out of harm's way
- Carpet pad removal (if necessary)
- Application of antimicrobials
- Measuring moisture levels in structural areas (walls, ceilings, floors)
- Rapid reduction of humidity and stabilization of temperature

Proper water damage restoration involves moving and securing contents, extracting excess physical water, identifying affected structural materials (walls, floors, ceilings) using moisture sensing/detection equipment, establishing target drying goals and installing necessary drying equipment.

Flood water and sewage losses are both Category 3 water losses. Due to the health and safety concerns for occupants, these projects require additional steps.

- Identify structural components that need to be removed and disposed;
- Set up critical barriers to prevent cross contamination;
- Install HEPA filtered air scrubbers to clean ambient air and apply sanitizing solutions.

Whenever possible, sewage is returned back into the sanitation system of origin.

In Category 3 water losses, porous items are not salvageable. However, semi-porous items of value are analyzed further to determine restorability. Every situation and client is different, so this is determined on a case by case basis.

### **Fire & Smoke Damage**

After a fire incident, an effective emergency response to mitigate damage and keep restoration options open is crucial to maintaining business continuity. BELFOR teams will help secure the property, quickly stabilize the facility by ventilating smoke and controlling ambient conditions, and recover and protect as many assets as possible.

Trained technicians move quickly to determine the proper and most cost-effective cleaning processes. Corrosion control is performed to retain restoration options for electronics and equipment.

Cleaning crews are broken into teams, each with a crew chief and assigned to their respective areas. Areas are posted with a specific scope and a site supervisor must verify completed work before the crew moves to the next area. Cleaning scopes identify the cleaning methods and cleaning products to be used.

All necessary services, including temporary board-up, duct cleaning, structure cleaning & deodorization, content cleaning & deodorization and reconstruction can be performed using BELFOR-owned companies.

### **12) Your ability to respond if multiple Colleges are affected by a large-scale, state-side event.**

BELFOR's ability to scale up and deploy a massive arsenal of personnel, equipment and scarce resources in area-wide disasters is unequalled in the industry. We have responded in force to every major disaster event in the country since Hurricane Andrew in 1993. After the three hurricanes in 2017, our massive deployments in Texas, Florida, Puerto Rico, St. John, St. Thomas and St. Croix showcased our ability to rapidly expand resources on a grand scale in response to ever-increasing demands.

Resources can be pulled from around the world to handle a considerable number of commercial projects simultaneously. These include our vast network of full-service local offices and the National Technical and Large Loss Divisions of BELFOR, all backed by the largest fleet of restoration equipment in North America.

Having a National Large Loss Team and a Technical Services Division that can respond in area-wide emergencies, BELFOR offices are never closed or hindered in any way from servicing their local communities. Our clients can depend on BELFOR to respond to their local losses regardless of what else is going on in the industry.



### **BELFOR Comprehensive Service Line**

BELFOR's complete line of restoration services - including reconstruction and technical services - affords the most streamlined, cost-effective path to final restoration and full operational recovery.

### **Commercial Services**

- **Emergency Services 24-7-365**
  - Emergency Board-up / Shoring / Shrink Wrap
  - Water Extraction & Dehumidification
  - Corrosion Control
  - Safety Inspection & Evaluation
  - Selective Demolition
  - Site Containment
- **Water, Fire, Storm Damage Restoration**
  - Deodorization
  - Structural Drying/Desiccant Dehumidification
  - Air Duct Decontamination
  - Detailed Structural Cleaning
  - Contents Restoration
- **Reconstruction & Contracting**
  - Full-service General Construction
  - Interior Build-Out and Finishes
  - High-Rise, Historic and LEED-certified Reconstruction and Restoration
- **Mold Remediation**
  - Industry Leader in Developing Current Mold Remediation Standards
  - Environmental Control / Assessment
  - Common Sense Solutions
- **Vital Records Recovery**
  - Detailed Inventory/Secure Storage
  - Book, Document & Media Recovery
- **Electronics & Machinery Restoration**
  - Computer & Electronics Restoration
  - Manufacturing Equipment Rebuild
  - Data Recovery
  - Semiconductor Equipment
- **Environmental Services**
  - Site Remediation – Asbestos, Mold and Lead
  - Hazardous Waste Management
  - Spill Response
- **Consulting & Pre-Planning**

## **Project Approach**

Although all emergencies, all responses, and all recoveries are unique, the following are some common issues, procedures, and expectations of perhaps a typical event.

### **24/7/365 Emergency Dispatch**

To activate an emergency response, College personnel will call the BELFOR's in-house Call Center at 800-856-3333, which is answered 24/7/365 by BELFOR employees.

After a few initial questions, the caller will be connected directly with an on-call manager in the nearest BELFOR office to the loss, who can immediately dispatch manpower and equipment to the emergency scene. Simultaneously, Jason McGlinchey, National Account Manager, will be alerted.

### **Response and Initial Assessment**

Responding emergency crews come prepared and equipped to implement immediate security measures, such as board-ups or shrink wrap for exposed areas, perimeter fencing, locks, lock in-out procedures, etc.

From the very beginning, the project is a collaborative effort between BELFOR responders / Project Managers and the College's emergency team. Initial on-site meetings and walkthroughs take place to make a preliminary assessment of needs for manpower, equipment, safety, accessibility, badging, priorities, etc.

A loss assessment of the structure and specific damage types will be performed using standard procedures established by the Institute of Inspection Cleaning and Restoration Certification (IICRC).

- IICRC S500, Standard and Reference Guide for Professional Water Damage Restoration
- IICRC S520, Standard and Reference Guide for Professional Mold Remediation

Members of BELFOR's National Technical Services team contributed expertise to both of these IICRC standards in use today.

- Fire Damage - Source of fire, materials burned, duration burned, suppression materials implemented
- Water Damage - Source of water, categorization of water type, amount and duration of water

As crews perform emergency mitigation procedures to stabilize the impacted facility, a walk-through with BELFOR team leaders and designated College personnel will take place to begin development of a full scope of damages.

Each event is evaluated to determine what is best for the type of facility impacted, type of peril, the type of operations unit affected and how best to minimize operational disruption.

BELFOR team leaders will confer with designated College personnel from the outset to refine scope, decide on the approach that makes the most sense for that site and event, and develop a scope and timeline.

Using information gathered from the initial walk through, the Project Manager will begin to develop the following:

- Scope of damages write up
- Statement of work
- Priority Dry out Items
- Relocation and work sustainability of Plant / Office personnel
- Schedules and work hours
- Number of personnel needed
- Amount and type of equipment needed
- Temporary needs, i.e. facilities, utilities, climate controls, roof covers, etc.
- Parking
- Preliminary budget, to be updated weekly

The following key roles will be assigned as needed:

- Senior Project Manager
- Project Manager
- On site safety officer
- Preliminary Estimator
- Reconstruction Supervisor
- Restoration/ Water Supervisor
- Contents Supervisor
- Crew Leaders
- Moisture Mapping Technician
- Electronic, Machinery, Documents or HVAC Recovery Technicians

The collection of this preliminary data may include a thorough onsite inspection using: environmental assessments, temperature / humidity evaluations, moisture content instrumentation, air quality evaluations, particulate contamination, fungal and bacterial assessments, interviews with the College emergency team, Environmental Health & Safety (EH&S), Plant supervisors, Facilities Supervisors, Office managers. Collection may require review of drawings, schematics of the structure, tools, production lines, server rooms, offices documents, computer equipment, office FF&E, etc. After analyzing this collected information, a standard for College goals, expectations, required temperature/humidity levels, moisture levels, cleanliness, etc. will all need to be established.

Emergency mitigation plan will be formulated to include:

- Identify and evaluate health, safety, and risk issues
- Establish very specific Priorities of the College and Site
- Determine protection levels for contents and equipment
- Determine the extent of moisture intrusion
- Assess structural materials
- Evaluate the HVAC systems
- Establish drying goals
- Establish Power requirements/ Limitations
- Determine the overall scope of the mitigation process
- Based on this data, structural drying can began.



Emergency mitigation procedures may include:

- Secure the building (board-up, fencing, roof cover, security)
- Isolate and contain environmental issues
- Hazard Identification and mitigation
- Asbestos and lead testing per UBC, EPA and OSHA requirements
- Smoke ventilation, if applicable
- Water extraction
- Implement humidity & temperature controls
- Structural drying & dehumidification
- Winterization
- Identify & isolate utilities
- Identify structural issues (shoring, EMS Construction, Electrical, Plumbing, debris removal)
- Remove or protect HNW assets (block furniture, pack out art, electronics, valuable papers)
- Shrink wrap items
- Corrosion control (electronics)
- Isolate damaged areas & restrict access

Construction emergency services may include:

- Identify structural issues (failures, shoring, securing)
- Engage engineering/ architectural/ City/ County IOR's
- Immediately erect temporary barriers to protect and isolate undamaged areas
- Safe-off MEP (Mechanical, Electrical, Plumbing)
- Build temporary entrances, ramps, stairs, for safe access
- Roof structure, roof tarping, Glazing, Store fronts, Doors, etc.
- Emergency reconstruction of framing, drywall, painting, flooring
- Emergency TI/ Remodel of off-site temporary offices, plants, quarters

BELFOR Environmental Services Division can:

- Address environmental issues (e.g., asbestos, PCB, HG, Silica, Bio-Haz, Haz-Mat, Radiological contamination, etc.)
- Retrieve contents from highly contaminated areas

Project Manager will begin and continue walking site to ensure quality control of the following:

- Assigned personnel
- All established safety procedures including signage
- Traffic control
- Contents Manipulation

In addition, the Project Manager will begin formalizing a complete estimate.

As the project evolves and continues through completion, meetings will continue with designated **College** personnel to ensure consistency in estimated costs, quality and progress.

Upon completion - final walk-thru to establish punch list items complete and receive signature on "certificate of work complete".

### **Communications & Documentation**

Each event is evaluated to determine what is best for the type of facility impacted, type of peril, the type of operations unit affected and how best to minimize operational disruption. Every client has different communication requirements and your BELFOR Account Manager will design a communication plan tailored to your needs.

Following a major disaster, documentation will begin immediately. BELFOR Account Managers and our National Response team understand the importance of fully and accurately documenting the related recovery work.

BELFOR keeps detailed records of all work completed on jobs, provides detailed descriptions of equipment used, keeps track of lodging and per diem of workers on site, and logs all narratives of work to help federal / state agencies understand the processes used in disaster recovery work.

Our teams are familiar with the documentation and reporting requirements for insurance entities, government agencies and FEMA. All paperwork is designed to be audited and we further welcome inspections and audits.

To ensure that the preparation and submission of the reimbursement forms are as straightforward as possible, BELFOR has created a Xactimate template for such submissions so that our clients can easily complete them.

# Tab 4

## Qualifications



## **Jason McGlinchey**

**General Manager – BELFOR Orlando, Jacksonville and Gainesville**

Account Manager for FSC  
BELFOR USA Group, Inc.

### **PROFESSIONAL EXPERIENCE**

Jason McGlinchey is the General Manager for the BELFOR Orlando, Jacksonville and Gainesville offices. He has been with BELFOR for 11 years and in the restoration and construction industry for 23 years.

As an Account Manager and General Manager, McGlinchey is responsible for all aspects of team management, team development, large loss performance, business development, estimate review, and production team performance. Regional responsibilities include large loss consulting, project scheduling, work best practices, and client account management.

### **CERTIFICATIONS & LICENSES**

State of Florida Certified Building Contractor  
IICRC – Water Remediation Technician  
Certified IICRC – Fire & Soot Certified  
IICRC – Applied Structural Drying Certified  
IICRC – Odor Certified  
Florida State Certified Mold Assessor #MRSA2802  
Florida State Certified Mold Remediator #MRSR2995  
Lead RRP Certified  
ASHE Certified  
Xactimate Level 3 Mastery

### **PROFESSIONAL DESIGNATIONS & AFFILIATIONS**

The American Society for HealthCare Engineering  
(ASHE) The Risk Management Society (RIMS)  
University Risk Management & Insurance Association (URMIA)  
First Coast Apartment Association (FCAA)  
International Facility Management Association (IFMA - NE Florida Chapter)



## **CHARLIE O'CONNOR**

**General Manager – BELFOR Tampa**

Secondary Account Manager & Project Manager  
BELFOR USA Group, Inc.

### **PROFESSIONAL EXPERIENCE**

Charlie O'Connor is the General Manager for the BELFOR Tampa office and ultimately responsible for all work generated and all employees out of that location. He has been with BELFOR for the last 20 years and in the restoration and construction industry for a total of 43 years.

As an Account Manager for BELFOR, Charlie is responsible for establishing, maintaining, and managing relationships with clients in the market. He handles relationships with BELFOR's clients to deliver high quality and individualized service and ensures that all of their needs and expectations are met during a loss. He coordinates logistical responses to property and content losses, and facilitates the management of these projects from start to finish.

As a project manager, O'Connor is responsible for ensuring exceptional customer service and operational efficiency on all aspects of the business – including emergency services and reconstruction projects. Additionally, he provides support by coordinating crews, scheduling work, and controlling costs.

**KIRK LIVELY****Director of Technical Services****BELFOR USA Group, Inc.****PROFESSIONAL EXPERIENCE**

Kirk Lively joined BELFOR USA in 1999, and has more than 20 years of experience in the disaster recovery and restoration industry. As Director of Technical Services, Lively is responsible for providing the resources and expertise nationally for electronics restoration, machinery decontamination and refurbishment, document and media recovery, dessicant dehumidification and mold remediation services.

Prior to joining BELFOR, Lively was co-founder and principal of Disaster Recovery Services, Inc. Focusing on commercial restoration of fire and water-damaged items, Lively grew his business to \$10 million in annual revenue before being acquired by BELFOR in 1999.

Lively is considered to be an industry-leading authority on the technical aspects of restoration and regularly speaks at conferences and to key organizations across the country.

**EDUCATION**

Bachelor of Science, Mechanical Engineering - University of Texas at Austin

**MEMBERSHIPS**

Association of Specialists in Cleaning and Restoration (ASCR)

Surplus Equipment Consortium / Network (SEC/N)

Association of Records Managers and Administrators (ARMA)

Society of American Archivists (SAA)

American Institute for Conservation of Historic and Artistic Works (AIC)



**RACHELLE HELMS**  
**National Project Manager**  
**BELFOR USA**

**PROFESSIONAL EXPERIENCE**

A specialist in document recovery, Rachelle Helms is responsible for the management of all document recovery projects, operation of BELFOR's proprietary Vacuum Freeze Drying Chambers, and operation of BELFOR's dessicant drying chamber. She manages a team of document recovery technicians and travels throughout the United States performing large recovery projects.

Helms has experience with severely damaged materials contaminated by flood, fire, smoke, mold, pest infestation, and any other imaginable peril. She works with many items of historical significance and understands issues concerning the treatment of archival materials.

Helms has been personally involved in freeze-drying and/or dessicant drying more than 250,000 cubic feet of documents, including the freeze-drying and recovery of more than 400,000 university library books and 1,000,000 water-damaged x-rays.

**EXPERTISE**

Vital Records (medical, legal, etc.)  
Blueprints/Engineered Drawings  
Books  
X-rays  
Film (micrographics, photographic)  
Magnetic Media

**Daryl Tunno CR**  
**National Director of CAT Operations**  
**Regional Manager – Mid Atlantic**  
**BELFOR USA Group, Inc.**

**PROFESSIONAL EXPERIENCE**

Daryl Tunno serves as the General Manager of the BELFOR offices located in Philadelphia, Allentown, Harrisburg, and Moorestown, NJ. He has been with BELFOR for 24 years and has over 26 years of restoration industry experience.

As General Manager, Tunno is responsible for managing large loss operations in restoration, construction, structural drying, mold remediation, specialty cleaning and consulting in the Northeast. He also provides corporate and municipal clients with proactive pre-disaster planning and consulting services in the Eastern United States and the Gulf area.

**RESTORATION SERVICES OVERVIEW**

1989 – Present (BELFOR Property Restoration)

- Manage 7 operations covering New England, Pennsylvania, New Jersey and Delaware
- Over 2 decades of industry experience in emergency mitigation and construction services.
- Extensive work with insurance adjusters, agents, facility managers and property managers.
- Large loss experience on major commercial and industrial claims throughout the US.
- Maintain file of subcontractors and dealers of special services and equipment
- Specialized in sale and distribution of restoration equipment for two years.

**ESTIMATING AND PROJECT MANAGEMENT**

1990 - 2000 (BELFOR Property Restoration)

- Accountable for commercial and residential claims from \$100,000 to \$500,000.
- Manage a staff of project coordinators and oversee their progress.
- Implement task sequences and timelines for large losses in Pennsylvania, Delaware, Maryland and New Jersey.
- Software Proficiencies: CRiMs, JDE, Gordian, Boss, NES, Xactware, Windows and PTC Estimator
- On-site large loss coordinator of disaster teams for commercial and industrial operations.
- Service large commercial disasters with emphasis on minimizing business 'down-time'
- Implement and oversee: Inventories associated with pack and moves, Board up and mitigation and all structural repairs.
- Chair regular meetings with crew leaders to review assignment progress.

## **EDUCATION**

Bachelor of Science, Marketing and Management

- Active member of ACE, Association of Collegiate Entrepreneurs, an organization that developed and operated small business ventures.

## **ACCREDITATIONS & CERTIFICATIONS**

RIA Certified Restorer #497

IICRC: Fire and Smoke; Water Damage; Odor; Journeyman Cleaning Technician; Fabric and Upholstery Cleaning; Carpet Cleaning

ASCR-WLI Certificate in Water Loss Mitigation.

ASCR Mold Remediation Technician

Driez Advanced Drying Certification

Mold Remediation-MEHRC

## **PROFESSIONAL AFFILIATIONS**

IREM: Institute of Real Estate Management

BOMA Philadelphia: Builders Owners' & Managers' Association, TOBY Committee

Exton Region Chamber of Commerce, Board of Directors

Rotary Club of Central Chester Country Lionville, Secretary

PLRB: Property Loss Research Bureau

Tri State Chamber of Commerce

CAI, Community Associations Institute

IFMA, International Facility Management Association

PSBA, Pennsylvania School Boards Association

PASBO, Association of School Business Officials

Habitat for Humanity

Lionville Fire Department

**Guy Buttaro**  
**National Operations**  
**BELFOR USA Group, Inc.**

**PROFESSIONAL EXPERIENCE**

Guy Buttaro began his career in the construction industry in November 1984 as a union carpenter working various jobs from superintendent, project manager and estimator. From 1996 to 2000 he was the Owner and Manager of Buttaro Construction Company. Buttaro joined BELFOR USA in August 2000 and since then, has been involved in some of the larger restoration projects undertaken by the company.

Buttaro has been involved in a wide variety of projects in his 14 years of experience in the commercial restoration field. He has developed a keen appreciation for producing complex recovery solutions that keep employees safe and meet customer needs in time-sensitive production schedules, achieving bottom-line results. His ability to identify issues and develop creative and beneficial ways of resolving them has been an asset to all he has served.

As a result of his work on UGI Corporation's headquarters project, Buttaro received the **Phoenix Award**, the highest honor from the Restoration Industry Association (RIA). The RIA recognizes industry leaders for their innovation in restoration and reconstruction. The **Phoenix Award** recognizes achievement in the areas of restoration and reconstruction and the winning projects exemplify the complement of skills required to return a project to pre-loss condition.

**NOTABLE PROJECTS**

Buttaro has been a National Project Manager on many large commercial losses and involved in a number of major catastrophe operations in the USA including:

**Amphenol I \$1.1 million**

Following flooding at this electronic connector manufacturing company's facility, BELFOR restored specialized test equipment and machinery to their pre-damaged condition. International technical specialists from seven countries were mobilized to assist in the restoration efforts. Important documents and blueprints were frozen to stabilize and prevent further deterioration.

**Flexible Circuits I \$3.5 million**

A fire completely destroyed the original building as well as materials, supplies, and equipment. Additional fire, smoke, and water damaged equipment, materials, structure, and product in adjoining buildings. Within nine days the facility had lights, partial power and telephone service. Within 11 days the company was able to resume 75% of their operations.

**Kerry Cereal Ingredients I \$4.2 million**

A major fire occurred in the packaging area which led to this section of the facility needing to be completely demolished. The balance of the facility was heavily contaminated and needed to be cleaned and sanitized so production could resume. Meanwhile the demolished packaging area was rebuilt and restoration efforts continued around the clock.

**UGI Corporation I \$8 million**

An electrical fire ignited at UGI Corporation's headquarters. The five-story, 100,000 SQ FT 38-year-old building was initially reported as having fire damage contained to the exterior of the building. A more thorough assessment revealed the damage was far more extensive and the fire actually filled the entire building with soot. Damage to the structure required selective demolition as well as an extensive rebuild. In the restoration process, BELFOR worked with UGI's LEED architect to update the building to be sustainable and green-compliant.

**Robert Peetz**

National Operations and Dehumidification Coordinator - Technical Services  
BELFOR USA Group, Inc.

**PROFESSIONAL EXPERIENCE**

Peetz joined BELFOR in 2000 with the acquisition of Recovery Solutions International. For 20 years, Peetz has been a recognized leader in commercial and residential fire and water damage restoration. He specializes in structural drying and dehumidification of damaged structures, contents restoration, document restoration, electronics restoration, mold remediation and the prevention of corrosion in the industrial sector.

Peetz served as the chapter chairperson on the revision committee for the Second Edition of the IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration.

Peetz also holds numerous industry certifications including:

- Occupational Safety and Health Administration (OSHA) 10-Hour Construction Safety & Health Certification
- Environmental Protection Agency (EPA) Lead Renovator Certification
- Mold Remediation Certification

**EDUCATION**

Bachelor of Arts in Business Administration (Finance) – University of Missouri at Columbia



**TOM MARLIN**

National Health & Safety Officer  
BELFOR USA Group, Inc.

**PROFESSIONAL EXPERIENCE**

Tom Marlin, BELFOR's National Health and Safety Officer, has worked as a Safety Professional in the restoration industry for over 23 years. He has extensive experience managing losses in various fields such as federal government/defense, airports, education institutes and commercial construction.

As BELFOR's National Health and Safety Officer, the majority of his tasks concern site field safety at job sites throughout the United States. He performs OSHA type safety audits, accident investigations, and is involved with insurance claims management and claim investigations. He maintains both BELFOR Property Restoration and BELFOR Environmental's Safety Programs, and consistently makes improvements that keep them the best in the industry.

Mr. Marlin's education includes a BA from West Chester University of Pennsylvania and a Master's of Science Degree in Safety Security and Emergency Services – Homeland Security from Eastern Kentucky University. He keeps himself up to date on current safety, health and environmental issues by attending training classes offered by the OSHA Training Institute, and various professional organizations.

**EDUCATION**

West Chester University of Pennsylvania – BA Speech Communications

Eastern Kentucky University – MS Safety Security and Emergency Services – Homeland Security

**LICENSES AND CERTIFICATIONS**

OSHA 10

OSHA 30 HAZWOPER

First Aid/CRP

# Tab 5

## References

### Tab 5 - References

Provide at least three (3) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, telephone, email address, length of the contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work.

**Agency name and address:** Florida Keys Community College  
5901 College Road, Key West, FL 33040  
**Contact name:** Dr. Jon Gueverra  
**Title:** VP of Finance & Administrative Services  
**Telephone number:** 781-718-4259  
**Email address:** [jonathan.gueverra@fkcc.edu](mailto:jonathan.gueverra@fkcc.edu)  
**Date/Length of contract:** September 2017 - October 2018

#### **Brief summary of work provided:**

Hurricane Irma wind and water damage; Hurricane Irma impacted over 1.7 million sq. ft. of campus; BELFOR was able to get campus reopened in under 3 weeks.

Emergency services included structural drying, building stabilization, site cleanup, temporary roofing, contents cleaning, HVAC duct cleaning & electronics restoration. Reconstruction services included drywall repair, flooring, trim work, cabinetry, electrical, roofing replacement, interior & exterior painting, etc.

**Agency name and address:** Pensacola State College  
1000 College Boulevard, Pensacola, FL 32504  
**Contact name:** Gean Ann Emond  
**Title:** VP for Business Affairs  
**Telephone number:** 850-484-1728  
**Email address:** [gemon@pensacolastate.edu](mailto:gemon@pensacolastate.edu)  
**Date/Length of contract:** April 2014 - September 2014

#### **Brief summary of work provided:**

Major flood damage restoration and reconstruction. Emergency services included structural drying, debris removal, selective demolition, contents cleaning and packout, cleaning, etc. Reconstruction services included interior painting, insulation, drywall, flooring, trim-work, casework, etc.

**Agency name and address:** Chipola College  
3094 Indian Circle, Marianna, FL 32446  
**Contact name:** Steve Young  
**Title:** VP of Administration & Business Affairs  
**Telephone number:** 850-718-2203  
**Email address:** [youngs@chipola.edu](mailto:youngs@chipola.edu)  
**Date/Length of contract:** September 2018 - October 2019

#### **Brief summary of work provided:**

Hurricane Michael storm damage. Emergency services included structural drying, debris removal, temporary roofing, selective demolition, contents cleaning and packout, cleaning, etc. Reconstruction services included roofing, interior/exterior painting, insulation, electrical, plumbing, drywall, flooring, trim work, casework, fencing, etc.

**Agency name and address:** Gulf Coast State College  
5230 US-98, Panama City, FL 32401  
**Contact name:** John Holdnak  
**Title:** College President  
**Telephone number:** 850-245-0448  
**Email address:** john.holdnak@gulfcoast.edu  
**Date/Length of contract:** September 2018 - October 2019

**Brief summary of work provided:**

Hurricane Michael storm damage. Emergency services included structural drying, debris removal, temporary roofing, selective demolition, contents cleaning and packout, cleaning, etc. Reconstruction services included roofing, interior/exterior painting, insulation, electrical, plumbing, drywall, flooring, trimwork, casework, concrete, fencing, etc.



August 9, 2018

To Whom It May Concern:

Florida Keys Community College was severely impacted by Hurricane Irma on September 10, 2017. BELFOR was referred to us by our risk management consortium. College employees were allowed back to the campus on September 15<sup>th</sup> and BELFOR arrived the next day and immediately mobilized their equipment and employees.

Under Jason McGlinchey's and Ed Laskaris' supervision the BELFOR crews quickly and efficiently mitigated the damaged buildings from further damage and began the cleanup. Their quick work allowed the campus to reopen on October 2<sup>nd</sup>. A visitor arriving on that day would not know the College had been through a major storm unless they had a favorite tree which was now missing or noticed the temporary roofing.

The College was so impressed with the emergency repairs and the process, BELFOR was retained to complete the restoration of the campus. 90% of the buildings on campus had sustained significant damage. Charlie O'Connor supervised the restoration in a timely and efficient manner and the College is very pleased with the results. He and Cody O'Connor have worked to complete the repairs and the classrooms will all be completed in time for the fall classes.

The Florida Keys are remote with limited supplies and contractors. The ability to hire BELFOR to complete this work was vitally important in allowing the College to recover quickly. In the event of another hurricane, the College will contact them for their assistance again.

Sincerely,

A handwritten signature in blue ink that reads "W. Jean Mauk".

W. Jean Mauk

Vice President Finance & Administrative Services





October 20, 2015

To Whom It May Concern:

Pensacola State College had the opportunity to work with Belfor Property Restoration in April of 2014 due to massive flooding on 4 of our school campuses. Belfor mobilized their equipment and manpower quickly, efficiently and with great precision. They mitigated the damage to all of our effected buildings in a very professional manner with great attention to detail. Belfor communicated continuously throughout the enormous mitigation process with our entire team to allow us, our insurance consortium and the building consultants time to provide input and direction so as to make the entire process seamless.

PSC had an active student class schedule during this project and therefore it was imperative that Belfor maintained a safe and clean work environment – Belfor always kept safety and cleanliness top of mind.

Belfor performed the reconstruction of each building and each campus in an efficient, systematic and methodical manner so as to comply with all local codes and construction trade practices for a great outcome. Their communication with my facilities department has been great to keep PSC apprised of the progress on any project they are involved in.

I would not hesitate to recommend Belfor Property Restoration for disaster recovery services.

Sincerely,

Gean Ann Emond  
Vice President for Business Affairs

GAE/cq



(850) 526-2761  
3094 Indian Circle  
Marianna, FL 32446-2053  
[www.chipola.edu](http://www.chipola.edu)

August 8, 2019

re: Letter of Reference  
Belfor Property Restoration  
c/o Scott Jones  
5433 West Crenshaw Street  
Tampa, Florida 33614

To Whom It May Concern:

On behalf of Chipola College, I am pleased to provide this letter of recommendation for Belfor Property Restoration. We have had the opportunity to work with Mr. Scott Jones and the other professionals that make up the highly competent Belfor team during the most difficult circumstances of our institutions 72-year life. We have found the entire team to be professional, responsive, cooperative, and accommodating.

On October 10<sup>th</sup>, 2018 Hurricane Michael rolled over our campus as a Category 5 hurricane with winds over 160mph. The destruction to buildings and timber within our area made it nearly impossible to travel to survey the damage on our campus. The entire power grid was destroyed along with all forms of communication. None of this stopped Mr. Scott Jones and the Belfor team. As a preferred provider of emergency restoration services, Belfor representatives made it to our campus before any of the College's executive personnel. When I first made it to our campus nearly 3 days after the storm, Mr. Scott Jones was onsite securing and evaluating our buildings and bringing in necessary resources from all over the country. From day one the Belfor team has always found a way to meet our every need. In fact, their performance during the emergency response portion of this disaster is what led us to hire them for the construction restoration portion of our recovery. Again, they have not disappointed.

Without a doubt, if not for the Belfor team our College would not have been able to reopen for the entire Fall semester. However, with Belfor leading the way we were able to hold classes within 2 weeks of the storm. No other institution within our area was open for business in less than a month. Their efforts provided a ray of hope to our staff, students and community. We are truly grateful.

I have many specific examples of how Belfor has exceeded our expectations, but take my word, when you are overwhelmed with a situation feel confident that you can call on Belfor to help. They are competent cooperative professionals and I highly recommend them.

Sincerely,

A handwritten signature in cursive script, reading "Steven T. Young". The signature is written in dark ink and is positioned above the printed name and title.

Steven T. Young  
Vice President of Administrative  
and Business Affairs





August 6, 2019

Belfor Property Restoration  
c/o Mr. Charlie O'Connor  
Senior Estimator/Large Loss Specialist  
5433 West Crenshaw Street  
Tampa, Florida 33614

To Whom it May Concern:

Please consider this correspondence as an unequivocal endorsement and letter of recommendation for Belfor Property Restoration. I can assure the reader of this recommendation that Mr. Charlie O'Connor and the Belfor team in Tampa, Florida are of the highest caliber in their chosen profession. I have found all of their employees to be competent, ethical, of high integrity, and very pleasant to work with – even under some of the most difficult circumstances. Their work product – across an incredibly broad spectrum of trades and specialties – is of high caliber and quality. And, if the need is not something that can be met with their “in-house” folks, then they have pre-existing relationships with the best of the best in other industries, and keep their representatives on speed dial!

On October 10<sup>th</sup>, 2018 Hurricane Michael roared ashore in my community as a Category 5 hurricane with sustained winds over 160 mph and gusts across the region over 200 mph. Michael was the strongest hurricane to ever hit Florida's gulf coast, the third strongest storm to hit the United State in terms of pressure, and the fourth strongest storm to hit North America in terms of wind speed – Hurricane Michael was a horribly destructive monster! I first encountered Belfor, in the form of one Charlie O'Connor, approximately 60 hours after the storm came ashore and only about two hours after I was able to make my way to our Panama City campus for the first time (and I was already in the area, but the damage was so bad that moving around much was problematic at best). In the face of overwhelming and unprecedented destruction at our college and in the surrounding communities, Charlie was a bastion of calmness and self-assured competence in an overwhelming sea of confusion and despair. A man I grew to call “Saint Charlie,” as we moved through the initial mitigation period and on into the remediation and rebuild periods over the next few months, Charlie brought out the troops and expertise to identify our challenges and get us up and running as quickly as possible. In fact, when most folks and many experts were counting us “down for the count,” thanks to the incredible help of Charlie's Belfor team, and a lot of hard work on the part of my incredible faculty and staff, we reopened the college for the remainder of our fall semester only 27 days after landfall!

**Office of the President**

5230 West U.S. Highway 98  
Panama City, Florida 32401

**Dr. John Holdnak**

T 850.872.3800  
F 850.767.8001

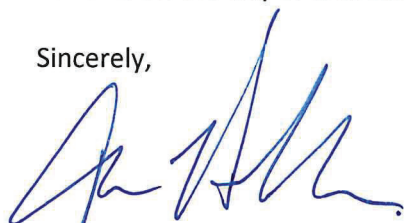
[jholdnak@gulfcoast.edu](mailto:jholdnak@gulfcoast.edu)



If not for the Belfor team (and the hundreds of employees they immediately brought to bear on our particular disaster), the hopes and dreams of many of our students would have been delayed or even destroyed. Instead, we were able wrap up the fall semester only a week later than planned, and begin the spring semester on time. They initially helped us clean up and assess and then clean out or store a college worth of "stuff" across three campuses and a couple of other instructional sites. They assembled temporary replacement facilities and quickly brought online others with less than catastrophic damage. As we move into the final stages of a recovery project totaling well over \$50 million, I can't imagine a more competent, professional, thorough, and pleasant group of people to face an unimaginable disaster with than the team operating out of Belfor's Tampa Office.

I have example after example, and story after story, of how the Belfor folks saved the day (and sometimes even the hour or minute) by quick thinking, a competent and speedy response, and top quality work. I recommend them unequivocally for similar work you may need, and invite you to give me a call and let me share some of those examples and stories with you. If you ever find yourself in the worst disaster you can possibly imagine – I hope that you get to relax just a bit, like I did, knowing that Belfor is on the way or is already on the job!

Sincerely,



**Dr. John R. Holdnak, President**  
Gulf Coast State College  
5230 West Highway 98  
Panama City, Florida 32401

850-872-3800 (o)

850-832-2306 (c)

[jholdnak@gulfcoast.edu](mailto:jholdnak@gulfcoast.edu)



# Tab 6

## Pricing

SANTA FE COLLEGE ON BEHALF OF THE FLORIDA COLLEGE SYSTEM RISK MANAGEMENT CONSORTIUM				
RFP #17-20C DISASTER RECOVERY AND REMEDIATION SERVICES				
This form is reflective of customary labor, equipment, and materials categories for the services being requested. Bidder/Proposer may submit their established rate and pricing sheets instead of the provided pricing form. Bidder/Proposer <b>MUST provide complete pricing</b> including any additional pricing categories, examples, and pricing discount schedules that need to be submitted to provide the Consortium and its member colleges with comprehensive pricing information. <b>All pricing submissions must adhere to the pricing specifications outlined in section 5.0 of the RFP document.</b>				
LABOR				
CLASSIFICATION	HOURLY RATE	DISCOUNTED HOURLY RATE	NOTES	
General Cleaning Laborer	\$ 36.00	\$ 34.56		
Construction Labor	N/A	N/A		
Management Fee	N/A	N/A		
Clerical	\$ 40.00	\$ 38.40		
General Restoration Supervisor	\$ 54.00	\$ 51.84		
Dehumidification Supervisor/ Tech	\$ 70.00	\$ 67.20		
Document Recovery Tech	N/A	N/A		
Document Specialist	N/A	N/A		
Remediation Supervisor / Technician	\$54.00/\$59.00	\$51.84/56.64	RT=\$54.00 RS=\$59.00	
Resource Coordinator	\$ 54.00	\$ 51.84		
Project Accountant	\$ 59.00	\$ 56.64		
Electronics Restoration Supervisor / Technician	\$ 83.00	\$ 79.68		
Industrial Corrosion Control Supervisor / Technician	\$ 83.00	\$ 79.68		
Carpenter	\$ 78.00	\$ 74.88		
Framer	\$ 78.00	\$ 74.88		
Painter / Drywall	\$67.00/\$73.00	\$64.32/70.08	Painter=\$67.00 Drywall=\$73.00	
Roofing Laborer	See note*	See note*	*Per current and regional Xactimate rate	
Roof	See note*	See note*	*Per current and regional Xactimate rate	
Assistant Project Manager	\$ 73.00	\$ 70.08		
Project Manager	\$ 108.00	\$ 103.68		
Project Director	N/A	N/A		
Health and Safety Officer	\$ 92.00	\$ 88.32		
Project Consultant	N/A	N/A		

Project Coordinator	\$	162.00	\$	155.52	
Technical Consultants / Engineers		N/A	N/A		
<b>EQUIPMENT RENTAL</b>					
<b>CLASSIFICATION</b>		<b>STD DAILY RATE</b>	<b>DISCOUNTED DAILY RATE</b>		<b>NOTES</b>
Air Compressor, < 10 gal	\$	41.00	\$	39.36	
Air Compressor - Large	\$	13.00	\$	12.48	
Air Mover / Carpet Dryer	\$	33.00	\$	31.68	
Axial Fan		N/A	N/A		
Blasting Unit - Soda	\$	713.00	\$	684.48	
Dehumidification Unit - Dri-Tech - or equivalent		N/A	N/A		
Dehumidification Unit - Phoenix 200 - or equivalent	\$	150.00	\$	144.00	Dehumidification, Dehumidifier -100 to 140 AHAM Pints
Dehumidification Unit - Phoenix 300 - or equivalent		N/A	N/A		
EDP - Tool Set		N/A	N/A		
EDP - Instrument Drying Oven		N/A	N/A		
EDP - High Pressure Sprayer		N/A	N/A		
Electric Load Panel	\$	206.00	\$	197.76	
Extraction Unit - LRU	\$	171.00	\$	164.16	Extraction Unit (portable)
Fall Protection	\$	9.00	\$	8.64	Per person per day
Fans - Industrial		N/A	N/A		
Foamer		N/A	N/A		
Fogger - Spray Mist	\$	124.00	\$	119.04	
Fogger - Thermo-Gen	\$	44.00	\$	42.24	
Furnace - Portable		N/A	N/A		
Generator - Less than 10 kW	\$	137.00	\$	131.52	
HEPA Air Filtration Unit - 2000 CFM	\$	156.00	\$	149.76	
HEPA Air Filtration Unit - 1000 CFM	\$	156.00	\$	149.76	
HVAC - Air Tool Kit		N/A	N/A		
HVAC - Cutting / Spray Kit		N/A	N/A		
HVAC - Duct Auger		N/A	N/A		
HVAC - Duct Sweeper	\$	50.00	\$	48.00	
HVAC Pin Welder		N/A	N/A		

Hydroxyl Deodorization Machine		N/A	N/A		
Hygrothermograph - Recording		N/A	N/A		
Injectidry Unit	\$	144.00	\$	138.24	
Interceptor / Flood Pumper		N/A	N/A		
Lights - Quartz Demolition		N/A	N/A		
Micromanometer		N/A	N/A		
Micromanometer - Recording		N/A	N/A		
Moisture Meter - Penetrating or Non-Penetrating	\$	23.00	\$	22.08	
Moisture - Thermal Camera	\$	25.00	\$	24.00	
Negative Air Machine	\$	156.00	\$	149.76	
Octidry Bag or Direct it in (attachment)	\$	144.00	\$	138.24	
Onsite Transportation		N/A	N/A		
Ozone Generator - Model 330	\$	137.00	\$	131.52	
Ozone Generator - Model 630		N/A	N/A		
Ozone Generator - Model OG-EA		N/A	N/A		
Particle Counter		N/A	N/A		
Pump - Sump	\$	38.00	\$	36.48	
Radio - Personnel Communication		N/A	N/A		
Respirator - Full Face		N/A	N/A		
Respirator - Half Face		N/A	N/A		
Rubber Boots		N/A	N/A		
Saw - Cut Off	\$	117.00	\$	112.32	
Saw - Kett	\$	39.00	\$	37.44	
Skid Steer		N/A	N/A		
Sprayer - Commercial Airless	\$	90.00	\$	86.40	
Spot Cooler- 1 to 2 ton	\$	178.00	\$	170.88	
Steamatic Extraction System		N/A	N/A		
Steamatic TMU Extraction System		N/A	N/A		
Thermohygrometer		N/A	N/A		
Trailer - Flatbed, Cargo, Reefer	\$	137.00	\$	131.52	
Transportation Bus		N/A	N/A		
Trash Can		N/A	N/A	included in Small Tools	

Truck - Box (inclusive of mileage)	\$	171.00	\$	164.16		
Ultrasonic Decontamination Vat		N/A	N/A			
Vacuum - Commercial Canister	\$	38.00	\$	36.48		
Vacuum - EDP Anti-Static		N/A	N/A			
Vacuum - HEPA	\$	100.00	\$	96.00		
Vacuum - Upright	\$	38.00	\$	36.48		
Van - Cargo / Passenger	\$	124.00	\$	119.04		
Vehicle - Passenger/Pickup	\$	176.00	\$	168.96		
Washer - High Pressure	\$	110.00	\$	105.60		
Washer - High Pressure - Hot	\$	137.00	\$	131.52		
X-Ray Cleaning System		N/A	N/A			
MATERIAL RATES						
CLASSIFICATION		STD RATE	UOM		DISCOUNTED RATE	NOTES
Anti-Microbial Sealer	\$	83.00	/ gallon		\$	79.68
Adhesive Remover	\$	16.00	/ can		\$	15.36
Alcohol - Isopropyl		N/A	/ gallon			N/A
Applicators - 6" Cotton		N/A	/ m			N/A
Biocides/Disinfectants	\$	45.00	/ gallon		\$	43.20 Bioesque
Bleach		N/A	/ gallon			N/A
Box - Book	\$	6.00	/ each		\$	5.76
Box - Dish	\$	7.00	/ each		\$	6.72
Box - Freeze Dry		N/A	/ each			N/A
Brush, Grout	\$	13.00	/ each		\$	12.48
Brush, Scrub, Long Handle.		N/A	/ each			N/A
Brush, Wire		\$5.50/\$8.00	/ each			\$5.28/7.68 Small/Large
Carpet Deodorizer*	\$	34.00	/ gallon		\$	32.64
Carpet Mask		N/A	/ roll			N/A
Cartridge - N-95	\$	12.00	/ box		\$	11.52
Cartridge - Respirator	\$	12.00	/ each		\$	11.52
Coil Cleaner* or equivalent	\$	53.00	/ gallon		\$	50.88
Cotton Cleaning Cloths	\$	6.00	/ lb		\$	5.76
Deodorizing Block		N/A	/each			N/A





Gloves - Leather	\$	9.00	/ pair	\$	8.64	
Gloves - Nimble Finger (N-Dex)		N/A	/ pair		N/A	
Goggles		N/A	/ each		N/A	Included with Small Tools
Hog Rings		N/A	/box		N/A	Included with Layflat
Inventory Tags	\$	1.50	/ box	\$	1.44	
Lemon Oil		N/A	/ gallon		N/A	
Lin-Aire Liquid Spray Concentrate* or equivalent		N/A	/ gallon		N/A	
Lin-Aire Absorption Gel* or equivalent		N/A	/ lb.		N/A	
Lin-Set D-1* or equivalent		N/A	/ gallon		N/A	
Lin-Set Duct Seal* or equivalent		N/A	/ gallon		N/A	
Lumber - 2x4		N/A	/ lf		N/A	
Lumber - 2x6		N/A	/ lf		N/A	
Mask - N95	\$	12.00	/ box	\$	11.52	Each
Mask - Particulate	\$	2.20	/ box	\$	2.11	Each
Mats - Sticky, Wak-off	\$	98.00	/ case	\$	94.08	
Metal Flashing		N/A	/ roll		N/A	
Mop Heads	\$	15.00	/ each	\$	14.40	
Odromatic* or equivalent		N/A	/ gallon		N/A	
Painters Plastic .75 mil		N/A	/ roll		N/A	
Paper - Corrugated		N/A	/ roll		N/A	
Paper - Craft		N/A	/ roll		N/A	
Pigmented Sealer		N/A	/ gallon		N/A	
Plastic Sheeting (20' x 100') 6 mil	\$	90.00	/roll	\$	86.40	
Plastic Sheeting (20' x 100') 4 mil		N/A	/roll		N/A	
Plastic Sheeting (20' x 100') 6 mil FR	\$	351.00	/roll	\$	336.96	
Plywood OSB, up to 1/2"		N/A	/ each		N/A	
Plywood OSB, up to 5/8" - 3/4"		N/A	/ each		N/A	
Polishing Pads		N/A	/ box		N/A	
Polyester Filter Material		N/A	/ roll		N/A	
Polyethylene Bags - 3-6 mil		N/A	/ roll		N/A	
Poly. Sheeting (8'x200' roll)(2-4 mil)	\$	60.00	/ roll	\$	57.60	
Poly. Sheeting (20'x100' roll)(4 mil)		N/A	/ roll		N/A	

Poly. Sheeting (20'x100' roll)(6 mil)	\$	90.00	/ roll	\$	86.40	
Poly. Sheeting (20'x100' roll)(3-6 mil)-fire ret.	\$	351.00	/ roll	\$	336.96	
Pump - Barrel Syphon		N/A	/ each		N/A	
Reodorant* or equivalent		N/A	/ gallon		N/A	
Restoration Sponge		\$2.20/\$4.40	/ each		\$2.112/4.22	Small/Large Particulate removal sponge
Roof Felt - 15 lb.		N/A	/ roll		N/A	
Roof Felt - 30 lb.		N/A	/ roll		N/A	
Roofing Cement, Black Tar		N/A	/ gallon		N/A	
Safety Glasses		N/A	/ each		N/A	Included in Small Tools
Shrink Wrap	\$	897.00	/ roll	\$	861.12	Wrap, Shrink, 7 mil (45' x 145")
Spray Adhesive	\$	26.00	/ can	\$	24.96	
Spray Bottle with Trigger		N/A	/ each		N/A	Included in Small Tools
Stainless Steel Polish	\$	17.00	/ can	\$	16.32	
Suit - Tyvek	\$	30.00	/ each	\$	28.80	
Tape - Boxing	\$	27.00	/ roll	\$	25.92	
Tape - Duct	\$	8.00	/ roll	\$	7.68	
Tape - Masking		N/A	/ roll		N/A	
Tape - Blue Remediation		N/A	/ roll		N/A	
Tape - Painters	\$	9.00	/ roll	\$	8.64	
Tape - Caution	\$	31.00	/ roll	\$	29.76	
Tape - HVAC, Aluminum		N/A	/ roll		N/A	
Tarp Material		N/A	/ sq. ft.		N/A	
Thermo Fog Spray	\$	39.00	/ gallon	\$	37.44	
Trash Bags - Disposable		\$0.90/\$1.80	/ roll		\$.86/1.72	3 mil/6mil
Tubing - Lay Flat	\$	514.00	/ roll	\$	493.44	500' roll
Vinyl & Leather Conditioner* or equivalent		N/A	/ quart		N/A	
Vacuum Bags		N/A	/ each		N/A	
Wipes - Lint free, anti-static		N/A	/ each		N/A	
Wrap- Bbble, anti-static	\$	93.00	/ roll	\$	89.28	
Zippers - Containment	\$	13.00	/ each	\$	12.48	



# RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: **April 2020**



§ I.

RATES AND INVOICE CONDITIONS			ITEMIZED SCHEDULED LABOR CLASSIFICATIONS		REGULAR RATE / HR
CODE					
<b>PROJECT MANAGEMENT:<sup>1,3</sup></b>					
APM	Assistant Project Manager			\$	73.00
PM	Project Manager			\$	108.00
PE	Project Estimator			\$	117.00
SPM	Senior Project Manager			\$	133.00
PC	Project Coordinator			\$	162.00
<b>GENERAL CLASSIFICATIONS:<sup>1,2,3</sup></b>					
GL	General Labor			\$	36.00
AA	Administrative Assistant			\$	40.00
LF	Labor Foreman			\$	41.00
MS	Mobilization Support			\$	44.00
TD	Truck Driver			\$	52.00
DMT	Demolition Technician			\$	52.00
RCO	Resource Coordinator	(Supply Technician)		\$	54.00
PA	Project Auditor	(Documentation Clerk)		\$	59.00
EO	Equipment Operator			\$	62.00
HSO	Health & Safety Officer			\$	92.00
<b>RESTORATION SERVICES (General):<sup>1,2,3</sup></b>					
RT	Restoration Technician			\$	54.00
RS	Restoration Supervisor			\$	59.00
DT	Dehumidification Technician			\$	70.00
MT	Mold Technician	(Remediation Technician or Supervisor)		\$	70.00
<b>RECONSTRUCTION SERVICES:<sup>1,2,3</sup></b>					
PT	Painter			\$	67.00
DP	Drywall Installer/Finisher			\$	73.00
CR	Carpenter	(Framer/Finish)		\$	78.00
TF	Trade Foreman	(Commercial Supervision)		\$	81.00
<b>TECHNICAL SERVICES:<sup>1,2,3</sup> (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)</b>					
TN	Technician			\$	75.00
TS	Technical Specialist			\$	83.00
TL	Team Leader			\$	95.00
TMR	Technician, Machinery Rebuild			\$	102.00
<b>SEMICONDUCTOR SERVICES:<sup>1,2,3</sup></b>					
DTA	Decon Technician Assistant			\$	70.00
DC	Decon Technician			\$	83.00
DTL	Decon Team Leader			\$	95.00
DE	Decon Engineer			\$	164.50
<b>ENVIRONMENTAL SERVICES:<sup>1,2,3</sup></b>					
HT	Hazmat/Asbestos Technician			\$	70.00
HLT	Hazmat/Asbestos Lead Technician			\$	78.00
HEO	Hazmat/Asbestos Equipment Operator			\$	83.00
HS	Hazmat/Asbestos Supervisor			\$	91.00
HPM	Hazmat/Asbestos Project Manager			\$	108.00
<b>CONSULTING SERVICES:</b>					
CVP	President & Vice President			\$	225.00
CSC	Senior Consultant			\$	185.00
CCE	Consultant / Consulting Estimator			\$	145.00
CWP	Clerk of the Works-Production Person			\$	100.00
CAD	Administrative			\$	55.00
COC	Outside Consultants				Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	see section I.IV Consulting Expenses		\$	300.00
CFE	Appraisal & Umpire fees			\$	300.00

- <sup>1</sup> In New York City, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.
- <sup>2</sup> In the states of CA and WA a multiplier of 1.25 will be applied to the regular hourly rate.
- <sup>3</sup> Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I.II

## LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

**After Hours Emergency Services:** In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

§ I.

## RATES AND INVOICE CONDITIONS

### § I.III. LABOR CONSIDERATIONS

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%.

### § I.IV. CONSULTING EXPENSES

- 1). Reproduction of actual drawings at actual cost
- 2). Automobile mileage at IRS approved rate, tolls at cost with receipts over \$25.00
- 3). Overnight mail is priced at \$14.70/small package, \$29.40/large package
- 4). Photographs at \$1.00 per picture for standard size
- 5). Color copying at \$1.00 per page or actual cost if Kinko's or other service
- 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
- 7). Daily per diem rate at \$55.00 a day/based on (8) hour day

**Note:** \*Fees for deposition and trial appearances are for a minimum eight-hour day @ \$300/hr for all consultants

### § II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

### § III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

### § IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

### § V. REIMBURSABLES

- 1). Contractor's 15% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$55 per person per day (2019 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean (\$74.25). The 1.25 multiplier will be applied for CA and WA (\$68.75). Per Diem will be charged for all traveling personnel in § I. Itemized Scheduled Labor Classification. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 5).
- 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.
- 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

### § VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$45 to \$85 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

\* Nature of Damage    \* Degree of soot/char    \* Intended Use of Document    \* Moisture Saturation    \* Mold Contamination    \* Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

### § VII. CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

### § VIII. BILLING AND PAYMENT

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and other regulatory requirements.



# RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: April 2020



## ITEMIZED SCHEDULED EQUIPMENT<sup>3</sup>

EQUIPMENT DESCRIPTION	UNIT	RATE
<b>AIR MOVERS/COMPRESSORS/ACCESSORIES</b>		
Air compressor, gas/electric	Ea / Day	\$ 41.00
Air compressor, tow behind	Ea / Day	\$ 130.00
Air movers/carpet blowers	Ea / Day	\$ 33.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 33.00
Injectidry Unit	Ea / Day	\$ 144.00
Manometer	Ea / Day	\$ 91.00
<b>BLAST/POWER WASH UNITS</b>		
Blasting Unit, Aqri/Soda	Ea / Day	\$ 713.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,071.00
Soda Blaster	Ea / Day	\$ 1,063.00
Washer, High Pressure (cold)	Ea / Day	\$ 110.00
Washer, High Pressure (hot)	Ea / Day	\$ 137.00
<b>CLEANING/VACUUMS/EXTRACTION</b>		
Buffer, Floor	Ea / Day	\$ 41.00
Carpet Cleaning Machine	Ea / Day	\$ 83.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 157.00
Extraction Unit (portable)	Ea / Day	\$ 171.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 618.00
Floor cleaning system (walk behind)	Ea / Day	\$ 261.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 156.00
Ion Air Cleaning System	Ea / Day	\$ 52.00
Steam Cleaner (Trailer)	Ea / Day	\$ 267.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 69.00
Vacuum, HEPA	Ea / Day	\$ 100.00
Vacuum, Insulation Machine	Ea / Day	\$ 99.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 38.00
Zip Poles, Set of 6	Ea / Day	\$ 30.00
<b>LIGHTS</b>		
Light, Balloon	Ea / Day	\$ 121.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 171.00
Light, Wobble (37 inches)	Ea / Day	\$ 48.00
<b>MISC.</b>		
Heat Gun, Shrink Wrap	Ea / Day	\$ 83.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,320.00
Saw, Demo	Ea / Day	\$ 117.00
Saw, Kett	Ea / Day	\$ 39.00
X-Ray Dryer	Ea / Day	\$ 171.00
X-Ray Separation Tank	Ea / Day	\$ 514.00
<b>ODOR CONTROL/DISINFECTION</b>		
Fogger, Commercial	Ea / Day	\$ 124.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 44.00
Ozone Generator	Ea / Day	\$ 137.00
Smoke Machines (small)	Ea / Day	\$ 110.00
Vapor Shark	Ea / Day	\$ 44.00
<b>POWER</b>		
Electrical Distribution (Spider Box)	Ea / Day	\$ 83.00
Generator (portable)	Ea / Day	\$ 137.00
<b>PUMPS</b>		
Pump, Sump / Flood	Ea / Day	\$ 38.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 153.00
<b>DRYING/TEMP/HUMIDITY CONTROL</b>		
Moisture Meter	Ea / Day	\$ 23.00
Camera, IR	Ea / Day	\$ 25.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 150.00
Dehumidification, Desiccant -500/600 cfm	Ea / Day	\$ 446.00
Dehumidification, Desiccant -2000/2250 cfm	Ea / Day	\$ 627.00
Dehumidification, Desiccant -3500 cfm	Ea / Day	\$ 1,105.00
Dehumidification, Desiccant -5000-6000 cfm	Ea / Day	\$ 1,497.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,352.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 4,036.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 6,388.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 178.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,425.00
Dehumidification/Cooling -DX Unit -60 / 70 Ton	Ea / Day	\$ 2,246.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 29.00
Dehumidification, Heater -20 kW	Ea / Day	\$ 176.00
Dehumidification, Heater -50 kW	Ea / Day	\$ 393.00
Dehumidification, Heater -100 kW	Ea / Day	\$ 535.00
Dehumidification, Heater -150 kW	Ea / Day	\$ 641.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 1,033.50
Heater, Electric -1500 watt	Ea / Day	\$ 17.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 61.00
Electrostatic Sprayer	Ea / Day	\$ 150.00

EQUIPMENT DESCRIPTION	UNIT	RATE
<b>TRUCKS, VEHICLES, TRAILERS</b> (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 550.00
Mobile Office	Ea / Day	\$ 72.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 171.00
Trailer, Freezer	Ea / Day	\$ 165.00
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 105.00
Truck, Dump-Trip Charge	Ea / Day	\$ 165.00
Truck, Moving/Box/Board up	Ea / Day	\$ 171.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 137.00
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 76.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 182.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 124.00
<b>DUMPSTERS &amp; STORAGE</b>		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 605.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 770.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 935.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 259.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 330.00
Storage Vaults	Per Month	\$ 138.00
<b>ELECTRONICS / MECHANICAL</b>		
Cart, Electronic Decontamination	Ea / Day	\$ 69.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 1,076.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 153.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 850.00
Decon Room	Per Project	\$ 567.00
DI Water System	Ea / Day	\$ 44.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 76.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 206.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 453.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 247.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 337.00
HEPA Filtered Hood	Ea / Day	\$ 170.00
HEPA Water Displacement Unit	Ea / Day	\$ 103.00
Oven, Convection Drying (ULT)	Ea / Day	\$ 481.00
Oven, Vacuum Drying	Ea / Day	\$ 685.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 206.00
Reflectoquant Test Device	Ea / Day	\$ 113.00
Sealer, Vacuum	Ea / Day	\$ 300.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 206.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 90.00
Tool Handling Charge	Per Project	\$ 510.00
Ultrasonic Bath, Portable	Ea / Day	\$ 357.00
Ultrasonic Bath, Bench Top	Ea / Day	\$ 206.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 3,702.00
Vacuum, Clean Room	Ea / Day	\$ 170.00
Wet Bench (portable)	Ea / Day	\$ 207.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 27.00
<b>ENVIRONMENTAL</b>		
Cascade Breathing Air System	Ea / Day	\$ 187.00
Chemical Hose, Hazmat	Ea / Day	\$ 249.00
Confined Space Entry System	Ea / Day	\$ 227.00
Decontamination Shower/Filter	Ea / Day	\$ 159.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 278.00
Mini-Rae (PID)	Ea / Day	\$ 198.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 227.00
Personal Sample Pump	Ea / Day	\$ 32.00
Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 227.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 340.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 159.00
Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 125.00
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 340.00
<b>HVAC</b>		
HVAC, High Volume Tornado System	Ea / Day	\$ 105.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 171.00
HVAC, Power and Manual Hand Tools	PP/Day	\$ 28.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 50.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 137.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 215.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 555.00
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 50.00
<b>SAFETY</b>		
Personal Fall Protection (PFP)	PP / Day	\$ 9.00
Personal Protection Equipment (PPE)	PP / Day	\$ 5.00
Personal Respiratory Protection (PRP)	PP / Day	\$ 9.00
Respirator, PAPR	Ea / Day	\$ 91.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Agreement for Disaster Recovery and Remediation Services Between

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# ITEMIZED SCHEDULED CONSUMABLES<sup>3</sup>

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
<b>BAGS</b>			<b>ELECTRONICS / MECHANICAL</b>		
Bags, Environmental Trash Bags	Ea.	\$ 3.30	BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 37.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 34.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 51.00
Bags, Trash (each)	3 mil \$ 0.90 6 mil	\$ 1.80	BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 80.00
<b>CLEANING-GENERAL</b>			BELFOR-CD 13 Complex Deruster 13	Gal	\$ 126.00
Disinfectant-Bioesque	Gal	\$ 45.00	BELFOR-EC 12 Electronics Cleaner	Gal	\$ 33.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 37.00	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 19.00
BELFOR-All Purpose Cleaner	Gal	\$ 12.00	BELFOR-FC 10 Energized Cleaner	Gal	\$ 908.00
BELFOR-All Purpose Spotter	Gal	\$ 25.00	BELFOR-GC General Cleaner	Gal	\$ 31.00
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 20.00	BELFOR-HD 01 Hand Deruster 01	Gal	\$ 43.00
BELFOR-CIF Citroxif Lemon Scent	Ounce	\$ 1.10	BELFOR-LP 40 Light Preserver 40	Gal	\$ 80.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 34.00	BELFOR-MPP Metal Polishing Paste	Ounce	\$ 17.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 19.00	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 135.00
BELFOR-Glass Cleaner	Gal	\$ 9.00	BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 14.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 45.00	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 51.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 34.00	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 35.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 15.00	BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 37.00
BELFOR-Oil Preserver	Gal	\$ 51.00	BELFOR-PM Polish Milk	Ounce	\$ 6.00
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 19.00	BELFOR-SD 02 Sulfide Defroster	Gal	\$ 58.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 28.00	BELFOR-WP Wax Preserver	Gal	\$ 86.00
Adhesive, Remover	Can	\$ 16.00	Nitric Acid, Ultra Pure	Quart	\$ 170.00
Alcohol, Isopropyl	Gal	\$ 87.00	Apron, Chemical	Ea.	\$ 6.00
Blocks, Odor Counteractant	Ea.	\$ 8.00	Arm Sleeves, Chemical	Ea.	\$ 4.40
Boot Covers, Latex	Per Pair	\$ 12.00	Arsenic Test Kit	Per Test	\$ 6.00
Brush, Scrub	Ea.	\$ 13.00	Bags, Anti Static	Ea.	\$ 4.40
Brushes, Pipe	Ea.	\$ 34.00	Brady Cards	Ea.	\$ 8.00
Brushes, Wire	Small \$ 5.50 Large	\$ 8.00	Brush, Dispersion (Each)	Small \$ 5.50 Large	\$ 15.00
Cleaner, Stainless Steel	Can	\$ 17.00	Brush, Non Conduct	Ea.	\$ 12.00
Disinfectant, Antimicrobial	Gal	\$ 56.00	Chloride Quick Test Strips	Ea.	\$ 1.40
Fogger, Thermo Deodorizer	Gal	\$ 39.00	Cleaning / Decon Sticks	Ea.	\$ 1.50
Mop Heads	Ea.	\$ 15.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 31.00
Pad, Floor Buffer	Ea.	\$ 14.00	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 86.00
Pad, Foam Scrubbing	Pak	\$ 57.00	Non-Conduct Scrubbers, White (#98)	Box	\$ 52.00
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.40	Tape, Clean Room	Roll	\$ 27.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.20	Wipes, Lint Free	Pak	\$ 39.00
Steel wool	Ea.	\$ 1.20	Wipes, Presaturated IPA/DI	Pak	\$ 23.00
Thinner, Paint/Mineral Spirits	Gal	\$ 25.00	Wipes, Standard Clean Room	Pak	\$ 32.00
Vapor Shark Membrane	Ea.	\$ 58.00	Wipes, Ultra Clean Room	Pak	\$ 68.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 6.00			
Wipes, Wipe All	Pak	\$ 14.00			
<b>CONTENTS/PACK-OUT/STORAGE</b>			<b>ENVIRONMENTAL</b>		
BELFOR-Fabric Protector	Gal	\$ 44.00	Asbestos Glove Bag	Ea.	\$ 37.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 6.00	Breathing Air, Type K Bottle	Ea.	\$ 61.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 19.00	Cartridge, MSA Combination	Ea.	\$ 18.00
BELFOR-Premium Dish Detergent	Quart	\$ 7.00	Protective Suits (Acid)	Ea.	\$ 93.00
Boxes, Book	Ea.	\$ 6.00	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,728.00
Boxes, Dish Pack	Ea.	\$ 7.00	Protective Suits (PolyPro Asbestos)	Ea.	\$ 9.00
Boxes, Slip Covers	Ea.	\$ 3.30	Protective Suits (Saranex Chemical)	Ea.	\$ 34.00
Boxes, Wardrobe/Specialty	Ea.	\$ 39.00	Sorbent Boom	Ea.	\$ 74.00
Cloths, Masslinn	Ea.	\$ 1.50	Sorbent Pad	Ea. \$ 11.50 Bale	\$ 111.00
Foam Blocks	Ea.	\$ 1.50	Sorbent Pillows	Ea.	\$ 28.00
Inventory Tags	Ea.	\$ 1.50	<b>DRUMS</b>		
Tape, Poly Box	Roll	\$ 3.30	Drum, Poly Closed Top	Ea. \$ 46.00 \$54.00	\$ 77.00
Wrap, Bubble/Anti Static	Roll	\$ 93.00	Drum, Poly Open Top	Ea. \$ 50.00 \$59.00	\$ 84.00
Wrap, Stretch	Roll	\$ 65.00	Drum, Steel Closed Top	Ea. \$ 37.00 \$44.00	\$ 61.00
			Drum, Steel Open Top	Ea. \$ 40.00 \$52.00	\$ 74.00
			Drum, Steel Salvage, 85 Gallon	Ea.	\$ 185.00
			Drum, Poly Overpack, 95 Gallon	Ea.	\$ 283.00
			Drum, Steel Overpack, 110 Gallon	Ea.	\$ 555.00
<b>FILTERS</b>					
Filter, Charcoal (Carbon Activated)	Ea.	\$ 72.00	<b>HVAC</b>		
Filter, HEPA	Ea.	\$ 254.00	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 55.00
Filter, Pleated	Ea.	\$ 23.00	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 72.00
Filter, Poly (Secondary)	Ea.	\$ 8.00	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 55.00
			HVAC Cleaner Degreaser	Gal	\$ 19.00
<b>SHEETING/PLASTIC/FLOOR PROTECTION</b>			HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 27.00
Duct, Lay Flat (500') with hog rings	Roll	\$ 514.00	HVAC Coil Cleaner	Gal	\$ 53.00
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 48.00	HVAC Collection Machine Filters (Pleated & Bag)	Ea.	\$ 64.00
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 60.00	HVAC Collection Machine HEPA Filter	Ea.	\$ 374.00
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 90.00	HVAC Duct Liner 1" - 3'x100'	Roll	\$ 440.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 351.00	HVAC Duct Mastic	Gal	\$ 32.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 435.00	HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 90.00
Plastic Sheeting, Carpet Protector	Roll	\$ 90.00	HVAC Fiberlock	Gal	\$ 79.00
Ram Board, (38" X 100')	Roll	\$ 168.00	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 11.00
Red Rosin Paper (200 ft. roll)	Roll	\$ 27.00	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 66.00
Scrim-Fire Rated (60"x100')	Roll	\$ 2,716.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 314.00
Stickv Mat (26"x32")	Ea.	\$ 98.00	HVAC Propane Fill Charge	Cylinder	\$ 50.00
			HVAC Rotary Brush Head, Replacement	Ea.	\$ 126.00
<b>SHRINK WRAP</b>			HVAC Rotary Brush System, Replacement Core	Ea.	\$ 44.00
Strapping, Woven HD	LF	\$ 0.10	HVAC Sheetmetal Blank	Ea.	\$ 19.00
Tape, Heat Shrink 2"	Roll	\$ 18.00	HVAC Sheetmetal Screw	Box 100	\$ 24.00
Tape, Heat Shrink 4"	Roll	\$ 36.00	HVAC Sprav Adhesive	Can	\$ 26.00
Tape, Heat Shrink 6"	Roll	\$ 54.00	HVAC Unibit	Ea.	\$ 90.00
Wrap, Shrink, 7 mil (45' x 145")	Roll	\$ 897.00	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 26.00
Wrap, Shrink, 12 mil (32' x 180")	Roll	\$ 1,667.00			
			<b>SAFETY</b>		
<b>TAPE/ADHESIVE</b>			Boots, Chemical PVC	Per Pair	\$ 50.00
Adhesive, Spray	Can	\$ 8.00	Dust Mask	Ea.	\$ 2.20
Tape, 2-way (2" x 60')	Roll	\$ 33.00	Gloves, Cotton (includes liners)	Per Pair	\$ 2.50
Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 31.00	Gloves, Latex (Surgical)	Box 100	\$ 45.00
Tape, Duct (2"x 60')	Roll	\$ 8.00	Gloves, Leather	Per Pair	\$ 9.00
Tape, Global	Roll	\$ 27.00	Gloves, Nitrile	Per Pair	\$ 8.50
Tape, Painters-blue/red	Roll	\$ 9.00	Gloves, Nylon Inspection	Per Pair	\$ 0.55
			Protective Suits (Tyvek)	Ea.	\$ 30.00
<b>MISC</b>			Respirator, N95	Ea.	\$ 12.00
Disposable Decontamination Unit	Ea.	\$ 458.00	Respirator, P100	Ea.	\$ 12.00
Encapsulant, Antifungicidal	Gal	\$ 90.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 40.00
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 83.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 9.00
Encapsulant, Soot	Gal	\$ 48.00			
Fasteners, Misc / Lock & Hasp	Ea.	\$ 33.00			
Floor Dry (40#)	Bag	\$ 17.00			
Lock Box	Ea.	\$ 50.00			
Soda, Soda Blaster Material	Bag	\$ 39.00			
Zipper (containment)	Ea.	\$ 13.00			

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

# Tab 7

## Addenda



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

February 16, 2001

C T CORPORATION SYSTEM

TALLAHASSEE, FL

Qualification documents for BELFOR USA GROUP, INC. were filed on February 15, 2001 and assigned document number F01000000916. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr  
Corporate Specialist  
Division of Corporations

Letter Number: 701A00009848



Hartford Casualty Insurance Company  
5445 Corporate Drive Suite 300  
Troy, MI 48098

July 17, 2020

**RE:** Belfor Property Restoration  
Project: SantaFe College - #17-20C  
Disaster Recovery & Remediation Services/Debris Monitoring

To whom it may concern:

Hartford Casualty Insurance Company (Hartford) has issued surety bonds to Belfor Property Restoration (Belfor) since 1989, during which time we have favorably considered single projects up to \$50 million and aggregates of \$100 million. Our experience with Belfor has been excellent, and we highly recommend them to you. Hartford Casualty Insurance Company has an "A+" XV rating from A.M. Best Company.

As surety for Belfor, Hartford is favorably considering providing a 100% Performance Bond and 100% Payment Bond for the captioned project, provided that a contract is awarded to and executed by Belfor.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Sincerely,

Mark J. Mulville, CPCU  
Contract Bond Manager  
Hartford Casualty Insurance Company



July 20, 2020

Santa Fe College  
 Director of Purchasing and Auxiliary Services  
 Robertson Administration Bldg. Room 42  
 3000 NW 83rd Street  
 Gainesville, Florida 32606

To Whom it May Concern,

We are providing the following key financial disclosures in lieu of actual financial statements for BELFOR USA Group, Inc.

BELFOR is a privately held organization which does not disclose the actual statements for vendor program qualifications. BELFOR engages PriceWaterhouseCoopers for its annual audit. Based on conformity of accounting principles accepted under International Financial Reporting Standards, PWC has provided an unqualified audit opinion for all years provided.

	December 31, 2017	December 31, 2018	December 31, 2019
Revenue	\$1,254,164,000	\$1,486,089,000	\$1,311,866,000
Total Assets	\$1,152,342,000	\$1,160,482,000	\$1,404,889,000
Total Liabilities	\$892,437,000	\$865,292,000	\$1,205,502,000
Equity	\$259,905,000	\$295,190,000	\$199,387,000

Very Truly Yours,



Chris Jones  
 CFO



# Tab 8

## Case Studies

**Oregon State University  
Agricultural Life Sciences (ALS) Building**

**Loss Event: Fire/Smoke/Water Damage**



**CASE STUDY**



Fire in a 4th floor laboratory of the ALS Building caused subsequent damage when the sprinkler system flooded all floors of the structure down to the basement.

**BELFOR SOLUTION**

- ▶ BELFOR worked with the University's Environmental Health and Services department, Building Supervisor and department supervisors to identify the most critical/sensitive areas of the building.
- ▶ Ten to 20 BELFOR employees used drying and dehumidification equipment to complete the project.
- ▶ BELFOR was able to complete the project while keeping time-critical and grant sensitive projects operational without interruption or contamination.
- ▶ Contamination was a major concern for a lab experiment where demolition was necessary for proper drying. BELFOR was able to contain and quarantine the laboratory while proceeding with its drying efforts.
- ▶ Sound was a major concern in the basement where a multi-year cancer-related experiment was being conducted with mice. There was no interruption to the experiment while completing the drying process.
- ▶ A few areas of the building were rated for potentially hazardous materials. Radiation testing was conducted as a precaution before proceeding.

**CHALLENGES**

- ▶ Multiple floors with varying access points.
- ▶ School preparations and sensitive lab experiments in progress.

*"BELFOR djjakdjfa lkd alkdjfa lls lakd alkdjfa lskj alfkjaed falkijd aa slkkjhfv aldkfja gvlakdjfa ldfja edfgls likdjvfa aldfgja d;la idgfa add as ldagujaopd gf aldfkja alakdlfj. alkdjfa ojajdfg osd aldkfaujg aldifa gf adkahjg aodi aldia aldkfgjad gosdgua dladiq adlagiu aldigu agd gfafds."*

**ANDREW GRAY**

Environmental Health and Services  
Oregon State University



**24/7 Emergency Number**  
**800-856-3333**

Corporate Headquarters:

185 Oakland Ave., Suite 150

Birmingham, MI 48009-3433

Toll Free: 888.421.4111

Direct : 248.594.1144 Fax : 248.594.1133

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Electronics Restoration / Document Reclamation / Magnetic Media Recovery  
Reconstruction Services / Mold Remediation



## KANSAS STATE UNIVERSITY - HALE LIBRARY FIRE RESTORATION

***Hale Library at Kansas State University suffered extensive damage to its structure and contents after an accidental fire on the roof. Hale Library has more than 1.2 million books in its collection, not including other resources. The following excerpts from the library's blog share an eye-opening experience from the front lines of the library's recovery and restoration project with BELFOR.***

### **After the Hale Library Fire: What's past is prologue**

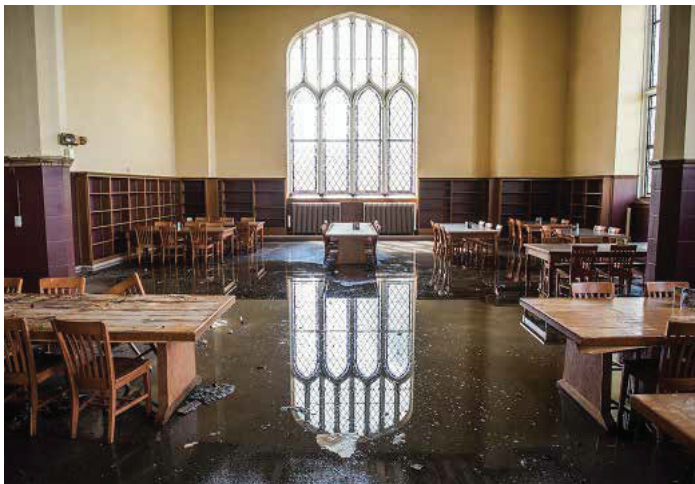
*Posted on June 19, 2018 by Sarah McGreer Hoyt*

It started shortly after 4 p.m. on Tuesday, May 22.

Alarms went off in Hale Library. Employees reported smoke.

The building was safely evacuated, and emergency personnel from the Manhattan Fire Department, Riley County EMS, Fort Riley, Blue Township and others responded.

In order to save the structure, several hundred thousands of gallons of water flooded the building ...



Inside of Hale Library, the damage was much, much worse than initially hoped. On May 24, President Richard Myers and Dean of K-State Libraries Lori Goetsch saw the destruction for the first time.

*"To be honest it was pretty devastating," Dean Goetsch told Brady Baumann of KMAN. "It was heartbreaking to see the amount of damage. In order to enter the library, we of course put on hard hats. We had to put boots on because the water was up to our ankles. ... It was really sad. You know, I've been here for 14 years, and Hale ... feels like home. ... And it was like seeing your home damaged."*

Historic Farrell Library bore the worst of the destruction. Holes for the firefighting efforts were cut in the roof, and a lot of the water poured through that part of the building.

Nevertheless, even as K-State Libraries administrators were absorbing the scope of the disaster, they were also launching the recovery process.

Within 48 hours, BELFOR an international disaster recovery and property restoration company, was on site to assess the damage.

On May 27, more than 75 BELFOR workers began removing wet carpet and ceiling tiles from the library. By June 1, their ranks had grown to nearly 200 workers from eight states. They swarmed the site, performing assessment, cleaning and determining what could and could not be salvaged.

Most of the carpet and ceiling tiles in the building have been removed, and it's estimated that about half of the drywall will need to come out.

Two weeks following the fire, all of Hale Library's occupants — 87 K-State Libraries faculty and staff members, 38 IT Services staff members, 2 Academic Learning Center employees and dozens of student employees— were generously welcomed into 13 temporary locations across the university.



Many, many challenges lie ahead for the recovery effort. Even today, there is very little lighting since electricity has not been restored. The generators on the lawn power dehumidifiers and air cooling units in an attempt to keep the temperature and humidity more manageable. On hot days, it reaches 90 degrees inside the building. Workers have to wear hardhats, vests, and respirator masks, so that combination makes the heat even more oppressive. The sheer scale of the recovery for the 550,000-square-foot Hale Library is immense, and there are new problems to be solved at every turn.

The outpouring of support from faculty, staff, students, alumni, donors and other libraries around the country has been overwhelming. We are profoundly grateful for their generosity and kind words, and we know that with the K-State Family behind us, the long chapter ahead of us has a very, very bright ending for an exciting, new Hale Library.



### What happens to wet books?

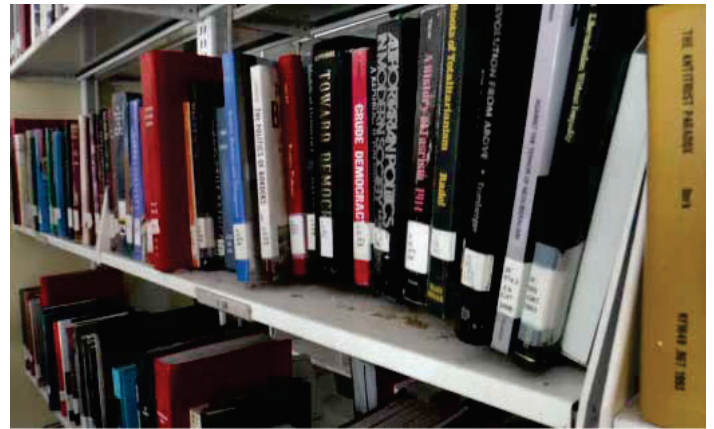
Posted on June 22, 2018 by Rebekah Branch

After the fire it was critical to address the issue of damaged books, especially those that were wet. Hundreds of thousands of gallons of water were used in the rescue effort, and that water drained down into different parts of the library like Room 117, which was full of books stored on compact shelving.

In order to preserve wet books, it is best to freeze them. The process of freezing the book turns the water into a solid and stops further damage and mold growth. The majority of wet books were part of the circulating collection housed in Room 117. At this point, 3,357 boxes of wet books have been transported out of Hale Library.

Packing and gathering books is a long process that has been complicated by the fact that library personnel could not enter the building for several days. When they finally could start, the water damage had left the building with no power.

Since the books were stored on compact shelves powered by electricity, at first they couldn't move the shelves to access the books. Compact shelving moves on chain-link rails, which allows for libraries to provide more books in less space.



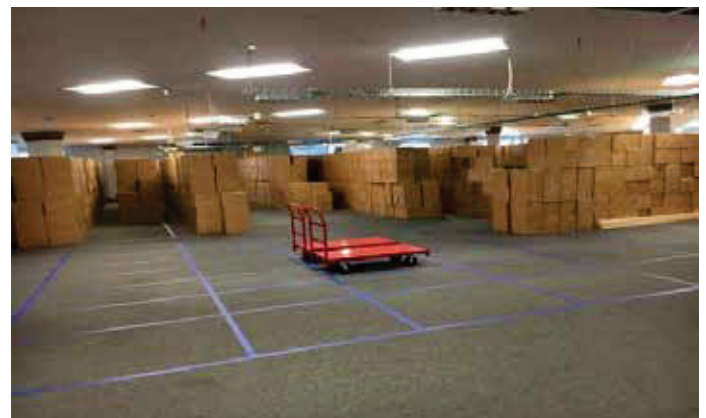
*In some places, shelves of wet books started expanding so much that the pressure lifted them off of the shelves.*

*"We were unable to initially power up the shelving in Hale 117 with battery back-ups, so our wet materials stayed in un-airconditioned, non-climate-controlled conditions for a number of days," said Michelle Turvey-Welch, Head of Metadata, Preservation, and Digital Initiatives.*

There is an established protocol that preservationists use when freeze drying books. First, they need to be packed in a specific way: They must be placed spine down in a box that has been thoroughly lined with heavy plastic. Then, those boxes need to be tightly packed in order to help the books maintain their shape.

Next, the boxes are sent to the freezers where they sit for anywhere from several days to several weeks depending on how wet the book is. Housing and Dining Services at K-State was kind enough to loan us the use of their industrial freezer, which is located in the Pittman Building. The freezer is anywhere between negative ten and negative 15 degrees.

The books that were in the freezer have been loaded into refrigerated trucks and shipped to a BELFOR Regional Technical Service Center that specializes in water damaged documents and books in Fort Worth, Texas. The wet books will be put into vacuum freeze dryers that will draw out the rest of the moisture and turn it to water vapor. Then, the books will undergo the final restoration and cleaning process.



## Hale Library: Week five update

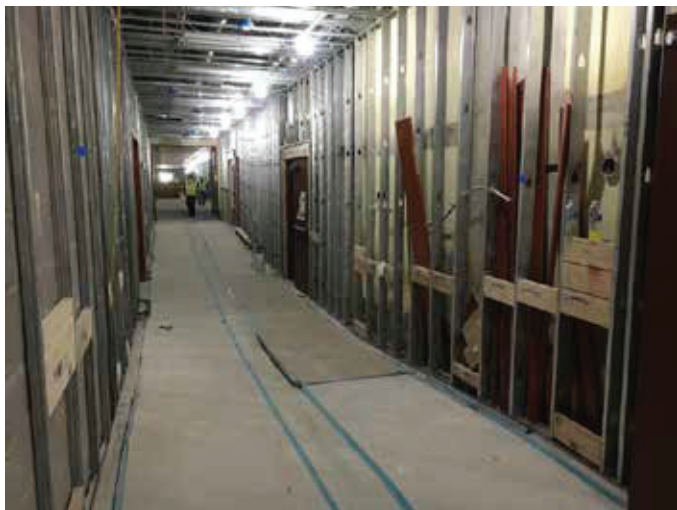
Posted on June 26, 2018 by Rebekah Branch

Today marks five weeks since the May 22 fire at Hale Library. In this update, we have a lot to share about our demolition progress.

A huge amount of damaged drop ceiling, drywall and carpet has been removed.



There was also extensive water damage to the drywall. In some areas, only a few feet needed to be removed, but in other parts, the entire wall had to be demolished and only metal studs remain.



### Furniture and technology: Soot damage

Most of the furniture in the building was damaged beyond repair and will need to be thrown away. The tables that were located across all five floors of the building suffered so much smoke damage that the toxic soot cannot be cleaned off of them.

Already, the majority of the furniture from the first through the third floors has been disposed of. All told, it filled a large industrial dumpster 65 times.

Because the soot from the smoke is so toxic, every inch of ductwork in the 550,000-square-foot building will need to be taken down and professionally cleaned.

In addition to the ductwork, all surfaces of every room will have to be professionally cleaned to eliminate the soot. Cleaning the first through fourth floors could take about 10 weeks.

### Furniture: Water Damage

The original Farrell library tables suffered intense water damage that stripped and warped the wood beyond repair ...

### Book Retrieval

Luckily, not everything was completely unsalvageable. While removing books, the crew and staff were in desperate need of book carts and were able to salvage 30 book carts from the fifth floor.

*Progress continues on the book retrieval process. At this point, 30,000 full boxes of books have been removed.*



### Technology

In the last week, the data center, which had been operating off of generators, was returned to commercial power.

Additionally, the electronics in the building have been assessed, and about 70 percent of what was deemed a loss has been prepared for disposal through the e-waste process.

Obviously, there are many moving parts to the recovery process. Before we can implement our plans for K-State's future Hale Library, the damaged portions of the building must be cleared out. We are making strides forward every day ...