



Purchasing Department
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STANDARD CONTRACT GMU-CM0905-23-01

This Contract entered on this 5th day of July, 2024 (Effective Date) by Golkin Corporation DBA Paul Davis Restoration & Remodeling of Suburban VA hereinafter called “Contractor” (located at 8773 Virginia Meadows Drive Manassas, VA 20109) and George Mason University hereinafter called “Mason,” or “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide emergency response services for collections stabilization and recovery for the University Libraries of George Mason University as set forth in the Contract documents.
During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** Per Rate Sheet submitted in vendor proposal dated November 3, 2023 see page 63-65.
- V. **CONTRACT ADMINISTRATION:** Amy Sullivan shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed Contract;
 - B. Negotiation Responses dated Feb. 26, 2024 (attached);
 - C. RFP No. GMU-CM0905-23, in its entirety (attached);
 - D. Contractor’s proposal dated November 3, 2023 (attached).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

- c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes

but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 - 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original

Contract increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.

LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

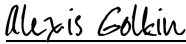
Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

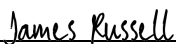
SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**Golkin Corp. dba
Paul Davis Restoration & Remodeling of Suburban VA**

George Mason University

DocuSigned by:

Signature
Name: Alexis Golkin
Title: Vice president
Date: 7/5/2024

DocuSigned by:

Signature
Name: James Russell
Title: Purchasing Director
Date: 7/11/2024



February 26, 2024

George Mason University
Attn: Christopher Mullins
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030

SUBJECT: RFP GMU-CM0905-23, Emergency Response Services for Collections
Stabilization and Recovery

Dear Mr. Mullins,

Below you will find our responses to your questions:

1. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. Can you provide a reduced hourly rate for services?

The price list we provided as part of this RFP is our 2023 price list – our 2024 price list has increased from the prior year. We are honoring our lower 2023 prices for this RFP and so we cannot offer a reduced hourly rate as it is technically already a reduced rate.

2. Can the cost-plus percentage amount be reduced for the items/services/consultant fees not identified in your price list? If so please state the new percentage rate.

The percentage rate we charge is for our insurance and management of sub-bids. However, we are willing to allow George Mason to pay vendors directly to save money with prior approval by Paul Davis on selected vendors/bids. Paul Davis would charge an hourly rate to manage those vendors.

3. Do you have any minimum hourly requirements for jobs? For example, a 4-hour minimum per project.

We do not have any minimum hourly requirements.

4. Can you provide any additional discounts based on total university spend?

Paul Davis can provide the following volume discounts throughout the course of the contract:

1% on any amount over \$100,000 of university spend with Paul Davis Annually.

2% on any amount over \$250,000 of university spend with Paul Davis Annually.

3% on any amount over \$500,000 of university spend with Paul Davis Annually.

Discounts will not apply to any third party invoices with overhead and profit charged. Discounts will only be honored if invoices are paid within Net 30 terms of the contract.

5. If awarded a contract, do you acknowledge, agree and understand George Mason University cannot guarantee a minimum amount of business?

Yes, Paul Davis understands there is no guarantee for a minimum amount of business.

6. Do you agree to sign Mason's Standard Contract (RFP Attachment B – Sample Contract) if awarded a contract?

Yes, we agree to sign Mason's Standard Contract.

Please let us know if you have any other questions or need any further clarification.

Thank you,

Alexis Golkin, Vice President

Paul Davis Restoration & Remodeling



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-CM0905-23

ISSUE DATE: October 4, 2023

TITLE: Emergency Response Services for Collections Stabilization and Recovery

PRIMARY PROCUREMENT OFFICER: Christopher Mullins, Senior Buyer
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 18, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on October 20, 2023.

PROPOSAL DUE DATE AND TIME: November 8, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____
Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

SWaM Certified: Yes: _____ No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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GMU-CM0905-23

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide emergency response services for collections stabilization and recovery to George Mason University's Libraries of George Mason University. George Mason University (herein after referred to as "Mason," or "University") is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing

the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

VII. SWaM CERTIFICATION: Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

VIII. SMALL BUSINESS SUBCONTRACTING PLAN: All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

IX. PERIOD OF PERFORMANCE: One (1) year from Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).

X. BACKGROUND: George Mason University has an estimated enrollment of 36,000 students. The Mason Libraries consist of many libraries under one administration. The main library, Fenwick, and Gateway Library in the Johnson Center, as well as the University Records Center in the Facilities Warehouse are located on the original campus in Fairfax City. The Arlington Campus Library is located at 3401 N. Fairfax Dr., Arlington and the Mercer Library at 10900 University Blvd., Manassas. The library physical holdings consist of approximately 1,245,000 volumes, including approximately 156,000 bound journal volumes, and 310,000 government documents. In addition, there are 215,000 cartographic materials, 16,000 musical scores, 2,100,000 microforms, 24,000 audio and 32,000 film and video materials. The University collections' estimated value is in excess of \$100 million dollars and include irreplaceable historic, cultural, and research property. The annual budget for materials is over \$9,800,000, of which over 75% goes toward electronic resources.

There have been incidents of water intrusion in all campus buildings housing library collections (Fenwick, Mercer, Arlington, and University Records Center) in the past that have impacted the libraries' materials as well as donated materials requiring remediation before entering the building so as not to cross contaminate.

XI. STATEMENT OF NEEDS: The contractor shall furnish all labor, materials, and equipment as necessary to provide "as needed" emergency library disaster recovery services, including, but not limited to:

- on-site assessment of damage resulting from one or more natural or man-made catastrophic events;
- stabilization of building environments to minimize damage to collections resulting from mold growth;
- careful handling and secure removal of damaged library materials, papers, and research materials from disaster sites;
- environmentally controlled, round-trip transportation to appropriate storage venues for subsequent freezing, air drying, vacuum freeze drying, or shipping to firms for single-item conservation treatment, as appropriate;
- cleaning or smoke removal;
- building refurbishment;
- relocation of treated collections within their appropriate facilities;
- other related services as may be required to responsibly recover material owned by George Mason University Libraries.

This contract is primarily intended for use on mostly paper-based library or archival materials including, but not limited to; books and papers, manuscripts, administrative or other records and photographs. May also include microforms, films, videos, CDs or floppy discs, but not intended for recovery of electronic files or equipment, such as PCs or servers.

This contract is not intended for other conservation services, such as paper repairs, de-acidification or rebinding, services such as roof repair, plumbing or electrical work, mold abatement of buildings or services deemed to be hazardous in nature, such as asbestos abatement.

In addition to the stabilization, recovery, and cleaning of collection material, the cleaning of storage furniture (e.g. shelving, map cases, gasketed cabinets, etc.) and furniture (e.g. reading room tables, book carts, etc.) is within the scope of this contract.

In this contract, the University refers to stabilization as those activities that remove damaged materials from the disaster site and stabilize them for subsequent recovery efforts. Stabilization activities may include removal from emergency area, drying of collections in place, transportation to an off-site stabilization facility, or freezing of wet collection material. Recovery is defined as those activities that enable the material to be returned to its former condition or at a minimum be made fully accessible again on sanitized furniture in appropriate housing.

A. SERVICE RESPONSE REQUIREMENTS:

1. As part of the emergency response, describe how the Contractor shall:
 - a. Be reachable 24 hours/7 days a week/365 day a year to respond to a call for services.
 - b. Respond to disaster scene as soon as possible but no later than within 12 hours of being contacted by the Contract Administrator or their designated representative to assess the condition of the collections and work.
 - c. Be responsible for assigning sufficient personnel to the performance of this contract to ensure timely completion of all requirements.
 - d. Have scalable capability and resources (e.g., facilities, man power, management, equipment, supplies, transport, freezers, and logistics) to manage all types of emergencies that may affect the University collections regardless of size.
 - e. Have the experience, qualifications, and expertise to provide professional and standard methods of handling, stabilizing, packing, transporting, treating and rehousing, labeling and tracking (including the use of bar coding) the full range of library and archival materials in disaster situations.
 - f. Have the experience, qualifications, and expertise to provide professional and standard methods for mold remediation and other decontamination of collections and storage furniture.
 - g. Have all staff with the necessary qualifications and skills or shall have a network of vendors in place for additional resources. However, while some parts of the stabilization operations may be sub-contracted (for instance, to provide for increased freezer storage space), the coordination and majority of stabilization operations are expected to be conducted by the Contractor. All subcontractors for treatment or stabilization or housing must be agreed upon by Mason - see also Section XVI – Special Terms and Conditions.
 - h. Have adequate numbers of trained staff with the skills and experience to assess and sanitize (i.e., clean, disinfect, kill mold, and remove rust and other stains) designated storage furniture including shelving, map cases, and gasketed cabinets.
 - i. Use climate controlled, secure facilities. The Contractor is responsible for all aspects of security for Mason's materials in storage.
 - j. When specified by Mason, pack, ship, and store materials in protective totes and pallets (or other containers subsequently specified by Mason) that are clearly marked according to a numbering and tracking scheme approved by Mason.
 - k. Manage the total work effort associated with the required services to meet all objectives. Such management includes but is not limited to planning, scheduling, cost projecting and accounting, establishing and maintaining documentation and records, report preparation, and quality control.
 - l. Implement all necessary work control procedures to ensure timely accomplishment of work, as well as to permit tracking and reporting work in progress.

- m. Establish and maintain an internal comprehensive Quality Control program. The QC program will apply to all services rendered.
- n. Maintain consistent, professional, and responsive communication throughout the project.

2. As part of the stabilizing collection material, describe how the Contractor shall:

- a. Provide professional advice to the Contract Administrator or his/her designated representative on the most practical and efficient options for the stabilization and recovery of the collections and storage systems within 36 hours of being contacted (or within 24 hours after the site visit).
- b. Provide expert consultation on site to assess the condition of the collections and work with Mason's preservation experts to determine the type and amount of stabilization effort required as soon as the affected site is accessible.
- c. Provide all trained labor, experienced supervision, approved material and supplies, and agreed upon equipment needed for cleanup in response to emergency calls at any of the Mason libraries.
- d. Collaborate with Mason staff to create a stabilization plan documenting stabilization priority based on a variety of factors including type and extent of damage, type of material, rarity and/or importance of material, and outlining the methods to be used for retrieving, stabilizing, packing, and transporting designated damaged materials. To the extent possible, identify and inventory all affected materials and keep materials organized.
- e. Be able to provide a stabilization plan on very short notice, striking a balance between the need for urgently removing affected collection material and doing so in a coordinated and well-thought out manner.
- f. Collaborate with Mason preservation and curatorial staff, provide stabilization activities that result in proper packing and transportation of all materials being moved to temporary Contractor facilitated off-site storage location for stabilization or treatment.
- g. Remove and stabilize materials in a timely manner to eliminate the risk of further damage to the collections. To the extent possible, the stabilization of materials should begin within 24 hours of the emergency and should be completed per the schedule outlined in the stabilization plan.
- h. Provide all labor, material, and equipment for the safe and secure stabilization and transportation including dry cargo transport trucks or freezer trucks as needed and packing supplies, pallets, and materials needed to secure palletized containers.
- i. Stabilize the affected collections items for transportation including providing all boxing, bagging, and other supports and containers necessary.
- j. Establish an inventory of all affected items removed from the affected space as they are removed from a collection area for stabilization and treatment.
- k. Provide consistent tracking of all collection material as they are repacked, transported, stabilized, treated and returned to Mason, ensuring the ability to locate an item at any point in time of stabilization and recovery activities.
- l. Provide environmentally controlled transportation to appropriate storage venues for the stabilization and/or subsequent recovery of the affected collections items.
- m. Provide secure freezer storage for the damaged materials in the event all available appropriate drying equipment is in use, or if the amount of material exceeds the Contractor's drying capacity.

3. As part of the recovering collection material, describe how the Contractor shall:

- a. Collaborate with the Contract Administrator or his/her designated representative to create a recovery plan before the recovery operations begin. This document should contain a description of the estimated quantity, value category, and type of affected collections items, the comprehensive condition assessment of damaged collections, proposal for the safe and secure recovery of the collections, treatment proposals and documentation, rehousing and labeling plans, proposed recovery schedule, tracking system, proposed return schedule, and a detailed associated cost estimate. The plan must also include details of proposed procedures, equipment/tools, goods/materials to be used and the name(s) of the supervisor and staff that will complete the work along with the estimated cost for labor hours, equipment/tools, and goods/materials. If fewer than 1,000 volumes are affected, the final recovery plan should be submitted within 14 days; if more than 1,000 volumes, within 30 days.
- b. Be able to systematically document all stages of the stabilization and recovery activities with a particular focus on treatment activities using both paper-based and/or, upon request, film based and dynamic media.
- c. Be equipped to provide specialized cleaning services as required to manage mold remediation, smoke and soot removal, and deodorization.
- d. Be equipped to dry, in a controlled and closely monitored manner, varying quantities of material exposed to varying amounts of moisture through the use of drying methods such as desiccant, air-drying or vacuum freeze-drying, to determine when materials have reached normal equilibrium, and to ensure that all items are completely dry without exposure to the risk of over-drying.
- e. Allow Mason to request recovery services separately from emergency response and stabilization services if Mason staff is able to perform the response and stabilization internally.
- f. Transfer wet, frozen or dry collection materials to a new, dry box if this is approved by Mason. If there is significant damage to the original container, the Contractor must provide Mason with a proposed procedure to transfer materials to new containers maintaining original order. The Contractor may be required to provide folders, boxes and containers approved by Mason or Mason may choose to provide containers. The Contractor must retain all original documentation and accompanying materials and any label or information written directly on the container.
- g. If distorted, books may be gently re-shaped while wrapping and packing. If packing in boxes, pack volumes spine down or flat into boxes. Avoid packing very small volumes next to large volumes. If deemed necessary, volumes that have been shrink-wrapped may have shrink-wrap plastic removed to expedite drying. Volumes to be transported that are too large for boxing in standard 1.2 cubic foot containers may be stacked flat on pallets, supported by thick cardboard sheets inserted between layers.
- h. Provide documentation including a signed manifest documenting all materials leaving any Mason facility. The Contractor must provide prompt notification upon receipt of shipment and inventory tracking while in the Contractor's facility.
- i. Physically secure collection materials to the truck interior to ensure that the containers and pallets do not shift during transit. All collection materials must be kept within original boxes or enclosures, unless the Preservation librarian or designee approves transfer to new boxes or enclosures. Materials must be retained in the same order as received and must not be commingled with any other materials at any time.
- j. Be equipped to recover a range of materials including but not limited to:
 - Bound volumes (including rare volumes on parchment, pith, vellum)
 - Books and other publications incorporating plastics and modern materials
 - Digital recordings (including CDs, DVDs, Optical Discs)

- Flat photographic prints, negatives, and direct positives on paper, film, glass, and/or other supports (including metal, leather, ceramics, etc.)
 - Microfilm rolls and fiche
 - Motion picture film
 - Magnetic media (including audio, data and sound recordings)
 - Oversized records (including architectural drawings and plans, cartographic records including maps, and posters)
 - Papers (including manuscripts, musical notations, unbound pages, etc.)
 - Video recordings (including DVDs, digital recordings, and magnetic media)
 - Artifacts (including ceramics, musical instruments, paintings, sculpture, and textile memorabilia, etc)
 - Audio recordings (including CDs, phonograph discs, digital sound, magnetic media, and wax cylinders)
- k. Mason collection material may be frozen in transit or at the Contractor's facility. When materials are to be frozen, the Contractor must provide assurance to the Mason representative that the materials in the interior of the pallet have been frozen within the specified timeframe. Documentation of temperature in the interior is sufficient. The temperature of the freezing facility must be monitored and documented. Cycling of the temperature within the freezing facility is unacceptable.
- l. Use freeze-drying equipment using a 24-hour computer-monitored vacuum freeze-drying process to return the moisture content of water-damaged materials/holdings to single digits (5-8% preferred). During vacuum freeze-drying, materials will be frozen to a temperature of at least -25°F. The Contractor must provide data to Mason documenting the conditions to which materials have been exposed, and the duration of these conditions.
- m. Outline methods and materials and/or storage systems for sanitization if biological growth and/or residues exist that are potentially harmful to users of collection materials or collection storage systems.
- n. Describe methods for dealing with the following types of materials:
- Oversize materials such as maps and cartographic materials
 - Flat photographic materials (printed on paper, film and/or other supports e.g. metal, glass, etc.)
 - Microfilm rolls
 - Motion picture film
 - Tangible digital media (videotape, audio tape, etc.) and digital recordings (CD, DVD, Optical Disc, etc.)
- o. Describe methods for consulting with Mason's Director of Special Collections Research Center (SCRC) or her designee if possible before recovering the SCRC materials (unique, rare or otherwise valuable collection material). The SCRC Director or designee shall authorize by written approval the Contractor's procedures for freezing or air-drying of these materials. The SCRC materials must remain at the same level of wetness as found until appropriate procedures have been determined and authorized.
4. As part of return of collection material, describe how the Contractor shall:
- a. Be able to, when treatment is completed, carefully pack dried materials separated by format and library location, in appropriate secure, non-damaging containers and ship/deliver them back to Mason. SCRC materials must be packed separately.
- b. Use bar coding to manage the inventory, tracking, shipping, and shelving process to facilitate tracking and reporting.

- c. Submit a close-out report, summarizing all actions taken by the Contractor as part of a Task Order. This report may summarize the emergency event and all associated activities, based on documentation produced through the previous documents, or may summarize recovery activities conducted under a separate Task Order.
5. Cost Estimate: If the Contract Administrator determines that the estimated cost is not fair and reasonable, Mason has the right to ask the Contractor to re-evaluate the estimate. An eVA Purchase Order will be issued to the Contractor as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract.

XII. COST OF SERVICES: Include hourly rates for all labor categories required to perform services (travel and expenses must be included in the hourly rates); price list for goods/materials normally required to perform services; and Contractor-owned equipment/tool costs required to perform the services. Note: All rental equipment and other goods/materials required to perform services shall be invoiced at cost.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only be accepting electronic proposal submissions via Bonfire for this Request For Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.

- g. Go to Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.

- b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference as required in Bonfire. (See section XVI.)
- 2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
- 3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
- 4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
- 5. Proposed Pricing: Provide costs/pricing as outlined/required in Section XII COST OF SERVICES..
- 6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

- A. INITIAL EVALUATION CRITERIA: Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSB at the proposal due date & time.	10
Total Points Available:		100

- B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need

not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the

Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 10/4/23
- Vendors submit questions by: 10/18/23 by 4:00 PM ET
- Post Question Responses: 10/20/23 by 5:00 PM ET
- Proposals Due: 11/8/23 @ 2:00 PM ET
- Proposals to Committee: 11/9/23
- Review and Score Proposals: 11/9/23 – 11/21/23
- Scores to Purchasing: 11/21/23
- Oral presentations (if necessary): 11/27/23-12/1/23
- Negotiations/BAFO: Start week of 12/4/23
- Award: 12/11/23
- Contract Start Date: TBD

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name:	_____	SBSD Cert #:	_____
Contact Name:	_____	SBSD Certification:	_____
Contact Phone:	_____	Contact Email:	_____
Value % or \$ (Initial Term):	_____	Contact Address:	_____
Description of Work: _____			

Subcontract #4

Company Name:	_____	SBSD Cert #:	_____
Contact Name:	_____	SBSD Certification:	_____
Contact Phone:	_____	Contact Email:	_____
Value % or \$ (Initial Term):	_____	Contact Address:	_____
Description of Work: _____			

Subcontract #5

Company Name:	_____	SBSD Cert #:	_____
Contact Name:	_____	SBSD Certification:	_____
Contact Phone:	_____	Contact Email:	_____
Value % or \$ (Initial Term):	_____	Contact Address:	_____
Description of Work: _____			



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B – SAMPLE CONTRACT GMU-xxxx-2x

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2023 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Negotiation Responses dated XXXXX (attached herein);
 - C. RFP No. GMU-XXXX-XX, in its entirety (attached herein);
 - D. Contractor’s proposal dated XXXXXX (attached herein).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations,

policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of

the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and

- c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any

obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
 2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will

not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

PP. **UNIVERSITY DATA SECURITY:** Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS **GMU-CM0905-23**

ISSUE DATE: October 4, 2023

TITLE: Emergency Response Services for Collections Stabilization and Recovery

PRIMARY PROCUREMENT OFFICER: Christopher Mullins, Senior Buyer

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 18, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on October 20, 2023.

PROPOSAL DUE DATE AND TIME: November 8, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: Golkin Corporation Date: 11/3/2023

DBA: Golkin Corp dba Paul Davis Restoration & Remodeling of Suburban VA

Address: 8773 Virginia Meadows Drive
Manassas, VA 20109

By: *Alexis Golkin*
Signature

FEI/FIN No. 52-1794138 Name: Alexis Golkin

Fax No. 703-361-1013 Title: Vice President

Email: alexis.golkin@pauldavis.com Telephone No. (703) 335-2424

SWaM Certified: Yes: X No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: 706117

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.



Proposal for:



Contract Number: GMU-CM0905-23

**Emergency Response Services for Collections Stabilization and
Recovery**

A handwritten signature in blue ink that reads "Alexis N. Golkin".

Date: 11/3/2023

Alexis Golkin, Owner/Vice President

Paul Davis Restoration & Remodeling

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(Article B) Subsection 2 Executive Summary

As a major state University with many libraries under its administration, George Mason has a vast collection of documents, journals, films, music scores, and many other irreplaceable materials. A disaster from fire, flood, mold, or other peril can have dire consequences: damaging these priceless items and rendering them unusable.

Paul Davis Restoration & Remodeling of Suburban Virginia has been providing exceptional disaster restoration services to the DC Metro area for over 26 years and the nation since 1966. We have an innate understanding of the importance of protecting and restoring valuable items. Our dedicated team of experts assists clients with this on a daily basis – from everyday goods to precious family heirlooms to high-value items, we pack, move, store, and restore items that have been damaged by disaster. We know the importance of handling these situations with the utmost care and professionalism, ensuring proper procedures are followed and all materials are handled with extreme care. We currently hold a contract for collection restoration with the Library of Virginia in Richmond as well.

Paul Davis Restoration boasts a rich history of over 50 years in the restoration industry, including the last 5 years working directly with Goerge Mason. With a team of highly skilled professionals and certified technicians, we have successfully completed numerous large-scale restoration projects in various sectors, including educational institutions. Our experience equips us to handle the unique challenges and demands of university facilities.

Every restoration project is unique, and we tailor our solutions to meet George Mason University's specific needs. Our team works closely with university representatives to develop comprehensive restoration plans that address both short-term and long-term requirements. With a history of excellence, a vast range of services, and a proven track record in restoration, Paul Davis is well-equipped to meet the restoration needs of George Mason University. We offer a partnership built on trust, expertise, and a shared dedication to ensuring damaged materials are cared for and restored as if they were our own.

We look forward to continuing our successful partnership with George Mason University.

(Article B) Subsection 3 Qualifications and Experience

(a) Provide a background and a brief history of your firm

Paul Davis provides professional residential and commercial emergency restoration services for disasters of all sizes. From water and flood damage, to fire damage and mold remediation, Paul Davis professionals are available 24/7 to clean up and repair damage to residential and commercial property. Paul Davis was founded in 1966 and consists of 370 locations across the country as well as large loss and commercial focused locations placed strategically to serve multi-family, retail, institutional and hospitality related organizations across the United States when faced with disaster. Paul Davis provides turnkey services from the emergency response, mitigation and cleaning services to the restoration and storage of contents as well as the repairs and restoration of the structure, there is nothing Paul Davis cannot handle. Paul Davis technicians and project managers are certified through the IICRC and we operate an IICRC certified training center in Jacksonville, Florida. In the Metropolitan DC area, Paul Davis has over 100 vehicles and over 200

employees trained and serving our clients with top class restoration services every hour and every day of the year.

Paul Davis has provided mitigation, contents and reconstruction services to many clients in the higher education, research and data space. Some of our past performance includes a large water mitigation and mold remediation at a research facility in Maryland that stored organs and other medical assets of high value that had to be kept free of contamination and at a constant temperature during our performance of the mitigation and remediation.

Since 2018, Paul Davis has been successful assisting George Mason University with their asbestos abatement and mold remediation needs. We have always responded in a timely manner to ensure timelines were met so projects could continue on schedule.

We have also performed a large inventory and document restoration project using sublimation for the Defense Acquisition University on base at Fort Belvoir under a contract through MICC (Mission Installation Central Command) and the Department of Defense. When a roofing contractor caused a fire at the University Library on base, Paul Davis was contracted to secure the sensitive contents of the library and inventory as well as freeze the contents until a decision could be made on what the Department of Defense wanted restored and what they wanted discarded. Once the decision was made, Paul Davis performed sublimation and restoration services on the remaining books and documents as well as other media successfully.

Paul Davis has also performed mold remediation and environmental stabilization services for data centers in the Northern Virginia area to ensure a safe and hygienic environment to operate while making sure to keep the integrity of the environment stable to prevent issues with operations of the servers due to temperature and/or humidity fluctuation.

Paul Davis is very familiar with working with the constraints and specific needs of research facilities and understands the importance of restoring important documents, maintaining environmental controls, and developing and executing protocols to meet the needs of these clients.

Paul Davis' experience with projects such as the Defense Acquisition University allows us to understand the important nature of speed and efficiency in the successful restoration of collections of documents, books and other media. Our large Washington D.C. Metropolitan area presence puts us in a unique position to ensure that we can respond quickly to any event that George Mason University may experience. In the case of the Defense Acquisition University, we arrived within an hour of the event occurring and had over twenty individuals on site ready to execute the work required to inventory and save the contents of the library. All materials in the library were frozen within 12 hours.

Paul Davis has experienced vendors that also understand the nature of speed and efficiency in the successful restoration of collections of documents, books and media. Our network of vendors assisted have assisted Stanford University, The Los Angeles Public Library, The Allen County Library, and many others.

(b) Names, qualifications, and experience of personnel to be assigned to work with Mason

Teresa Coffey – Director of Emergency Services

Teresa has been working in disaster restoration for 15 years, starting as a fire manager and then becoming a contents manager. Her vast knowledge, expertise, and passion for restoration has allowed her to move up very quickly in our company. She now oversees the entire emergency services team.

Teresa Coffey's IICRC Certifications

Master Fire Smoke Restorer Designation

AMRT - Applied Microbial Remediation Technician

CPT - Contents Processing Technician

CCT - Carpet Cleaning Technician

WRT - Water Damage Restoration Technician

TCST - Trauma and Crime Scene Technician

OCT – Odor Control Technician

HST - Health and Safety Technician

FSRT - Fire and Smoke Restoration Technician

UFT - Upholstery and Fabric Cleaning Technician

CRT - Color Repair Technician

Teresa Coffey Stafford, VA : 571-535-6653 : teresa.coffey@pauldavis.com

Professional Summary Resourceful Manager offering history of success coordinating and monitoring operations across various departments. Effective leader and problem-solver dedicated to streamlining operations to decrease costs and promote organizational efficiency. Highly committed with a hardworking mentality to maintain the quality of services and products.

Skills ▫ IICRC Certifications: Master Fire Smoke Restorer Designation AMRT, CPT, CCT, WRT, TCST, OCT, HST, FSRT, UFT, CRT ▫ Other: RRP, OSHA 10

Education High School Diploma; Albert M. Lowry High School – Winnemucca, NV

Experience

12/2022 - Director of Emergency Services | Paul Davis Restoration and Remodeling | Manassas, VA

Oversees all emergency response operations and teams. Ensures all proper processes, procedures, safety regulations are followed. Assists on jobsites as needed.

11/2011 - 12/2022 Contents Manager | Paul Davis Restoration and Remodeling | Manassas, VA

Managing specialized in-house team whose primary focus is the restoration of loss related damaged personal property and structural smoke remediation services.

01/2009 - 11/2011 Fire Manager | Rainbow International Restoration | Fredericksburg, VA; Newport News, VA; Chesapeake, VA Managing specialized in-house team whose primary focus is the restoration of loss related damaged personal property and structural smoke remediation services

Chad Leahy – Field Service Manager

Chad has been on our team for over 11 years, working his way up from a mitigation technician to environmental manager and now as a field service manager. Chad is a specialist in the areas of mold

remediation, Asbestos Abatement, Lead abatement, and Trauma cleanup. With a high level of detail, Chad has managed several large projects within the D.C. Area.

Chad Leahy's IICRC Certifications

WRT - Water Restoration Technician
AMRT - Applied Microbial Remediation Technician
ASD - Applied Structural Drying
FSRT - Fire & Smoke Restoration
OCT - Odor Control
UFT - Upholstery & Fabric Cleaning
HST - Health & Safety Technician

Chad Leahy's Other Certifications

Lead Renovation, Repair, and Painting Contractor
Virginia Asbestos Supervisor OSHA 30

Chad Leahy

Environmental services specialist

(571)535-6206 Chad.Leahy@pauldavis.com

SKILLS I have been planning, designing, and managing jobs related to water mitigation, mold, biohazard/trauma, and asbestos removal for the last 10 years. I am very resourceful when confronted with problems in and out of the field. Team management and quality control is something I take pride in doing well.

EXPERIENCE Paul Davis Manassas- Mitigation/Environmental service Manager Nov 2012 - PRESENT • Started as a mitigation helper on a mitigation truck. Promoted to lead technician early 2013. • Managing all environmental jobs by 2015

EDUCATION Riverbend Highschool, Fredericksburg

Irving Garcia-Vazquez – Mitigation Team Lead

Irving has been with Paul Davis for over 6 years and has quickly moved up in his position. He started as a mitigation technician and worked his way up to lead environmental and water mitigation technician. Irving takes great pride in his work and has extensive experience in dealing with disasters of all types and sizes.

Irving Garcia-Vazquez's IICRC Certifications

WRT – Water Restoration Technician
TCST – Trauma and Crime Scene Technician
FSRT – Fire & Smoke Restoration Technician

Irving's Other Certifications

Lead Renovation, Repair, and Painting Contractor
Virginia Asbestos Supervisor
OSHA 30

IRVING GARCIA-VAZQUEZ +1-540-318-9919 irvinggarcia.business@ gmail.com 1000 Nine Mile run Dr, Fredericksburg VA, 22407

Water Mitigation Lead Technician and Environmental Lead Technician with 5+ years of experience. Experienced relocation specialist for 2 years. Skilled in heavy machinery, Hand tools, and oversized vehicles. Seeking to continue developing my skills, critical thinking, and acquire my certifications for my masters. Certification: WRT, Lead, Asbestos supervisor, Trauma clean up, Fire and smoke clean up, and carpet cleaning

Water Mitigation And Environmental Lead Tech, PAUL DAVIS RESTORATION, Manassas, VA 2017-present •Manage all documentation per assignments •Communicate, Coordinate, and Manage assignments with the respected parties: Adjusters, Field Adjusters, Liability Adjusters, Internal Participants, and Homeowners, •Onboard new employees, Provide them with the proper training, And supply them with their

Personnel Protective Equipment. •Do Inspections of new assignments to provide senior techs and techs with scope of work •Marketing and Sales- Building rapport with trades, management properties, and Adjusters and offer our services. •Complete 24hr moisture checks Sketch all areas of work Provide estimator with 90% estimate Manage direct reports with GS&R, Certification classes, and weekly trainings

Lead Mover/Packer/Driver/Loader, Quality service moving, Lorton, VA 2015-2017 •Ensure all paperwork was signed, collect the first draw payment, and inventory was done correctly •Preformed inspections of the homes and provided a rough estimate so that we can prepare the supplies and truck size for the next day to start the moving process •Handles all State Job that involved moving senators, military personnel, and Government paid employees/Contractors. •Onboarded new employees, provided them with a training path, and assessed their preform and capabilities. •preformed quality control inspection of other teams •manages and prepared my own schedule •preformed daily walk around of my teams trucks to ensure it was ready for the daily operations •Received and documented incoming shipments •loaded my own truck/trailer/crates Education High school, North Stafford High School- Advance diploma, 2013

Hernan Rodriguez – Mitigation Team Lead

Hernan has been with Paul Davis for over 4 years. His hard work and dedication to providing an excellent customer experience has moved him into the position of Mitigation Team Lead. He receives praise on a regular basis from his clients.

Hernan Rodriguez's IICRC Certifications:

WRT – Water Restoration Technician
FSRT - Fire & Smoke Restoration
ASD – Applied Structural Drying
CCT - Carpet Cleaning Technician
OCT – Odor Control Technician
CDS – Commerical Drying Specialist

Hernan's Other Certifications

Lead Renovation, Repair, and Painting Contractor
OSHA 30

Hernan Rodriguez Woodbridge, VA 703-479-4218, Hernan.rodriguez@pauldavis.com

Professional Summary As a team lead, I manage senior technicians and technicians to help them achieve their goals effectively. I'm responsible for providing team members with guidance, instruction, and training. This may involve retraining staff members as needed or creating development plans for each individual team member, to ensure that the team is doing everything they can to work towards the goals of the company. As a successful team leader, I have a strong understanding of the company's goals and policies and I'm fully capable of managing the day-to-day work of an entire team of individuals.

Skills IICRC Certifications: WRT, FSRT, ASD, CCT, OCT, CDS Other: RRP

Education Associate in Business Administration, Passaic County Community College, Passaic NJ

Experience 04/2019-Current Team Leader Paul Davis Restoration and Remodeling Manassas, VA • Mark Site Inspected in RMS • Greet Customer and inform them of your purpose • Check for Documentation (Lead RRP + Work Authorization) • Scope and Document Loss • Safety Concerns / Job Hazard Assessment • MICA - Readings and Sketch • Photos - Inspection Album (Overview / Details / Pre-Existing Damage) • Add RMS Note of Site Conditions • Perform Environmental Requirements • Lead + Asbestos Samples • Walk Customer through scope of work • Make any calls needed to Adjuster/Insurance Co. • Wait for Senior Technician to arrive and walk them through scope of work & Job Hazards • If demolition will take multiple days, set appointments with customers and Senior Tech and add to the calendar. Set up three consecutive drying checks with the Customer. • Complete 90% Estimate prior to leaving • Inform Rebuild Team of scope of work

Keely Allen –Contents Manager

Keely is tasked with leading and managing our contents team. She works with clients to ensure their cleaned and restored items get back to them safely. She has a high level of enthusiasm for her work and it shows.

Keely Allen's IICRC Certifications

FSRT - Fire & Smoke Restoration

CPT – Contents Processing Technician

Keely's Other Certifications

OSHA 30

Keely Allen

Contents Manager December 2022-Current

- Leads daily operations for all components of the Contents division
- Overseeing a team of 13 members.
- Manages all aspects of Contents jobs including inspecting loss sites, writing estimates, directing & supervising needed labor, communicating with customers, agents & adjusters, while delivering target gross profit at the job level
- Ensures compliance with company standards for cost control, quality, safety and customer service standards
- Analyzes operational information and sets key performance goals to manage productivity and create action plans to meet or exceed key performance indicators
- Provides performance feedback, training and coaching to develop employees
- Ensures implementation of growth strategies and coordinates the development of key performance goals for team members
- Maintains our company culture and fosters an environment that promotes safety and drives exceptional customer service.

Anthony Wilcox – Director of Operations

Anthony has been with Paul Davis for 14 years and has moved up from Project Manager to Sales Manager and now to Director of Operations. He ensures our teams are running smoothly and that all processes and procedures are followed.

Anthony Wilcox's IICRC Certifications

WRT – Water Restoration Technician,

FSRT - Fire & Smoke Restoration

OCT – Odor Control Technician

Anthony's Other Certifications

OSHA 30

Lead Renovation, Repair, and Painting Contractor

Andrew Golkin – President

Andrew has been with Paul Davis since 2008. Prior to joining, he owned his own architectural rendering firm. Andrew is the visionary of the company and ensures all operations and moving parts are working together smoothly and efficiently.

Andrew IICRC Certifications

WRT - Water Restoration Technician
AMRT - Applied Microbial Remediation Technician
ASD - Applied Structural Drying
FSRT - Fire & Smoke Restoration
OCT - Odor Control
CDS – Commercial Drying Specialist

Andrew Golkin

8773 Virginia Meadows Drive
Manassas, VA 20109
(703)335-2424 - andrew@golkin.org

Resumé

Career History

Golkin Enterprises (2016 - Current)

Partner

Responsible for sourcing and engaging in investments and partnerships in new companies and ensuring that the companies in our portfolio are operating profitably and are achieving goals.

Flooring Experts (2016 - Current)

President

Responsible for leading the General Manager, determining business strategy and ensuring the mission is being executed at the highest level.

Paul Davis Restoration & Remodeling (2008 - Current)

Vice President

Responsible for all operations of a disaster restoration company with annual revenues of over ten million dollars annually. Oversees all hiring, sales, finances, and production of construction and remodeling projects and emergency services operations with project sizes from five hundred dollars to over one million dollars.

Paul Davis Cares (2012 - Current)

President

President of a non-profit organization geared towards helping first responders and the community of Northern Virginia. Organized and raised funds for charitable activities to support these groups.

ANG Visuals, LLC. (2006 - 2009)

President

Responsible for all operations, finances, and production of an architectural design company. Worked with contractors and owners to create attractive and sensible architectural designs within their budgets and required timeframes.

Alexis Golkin – Vice President

Alexis joined Paul Davis in 2008. Alexis oversees sales and marketing and manages our business development team as well as customer experience. She ensures all clients are taken care of and quickly addresses any issues that may arise.

Alexis IICRC Certifications

WRT

Alexis Golkin

5112 Pheasant Ridge Road Fairfax, VA 22030 – alexis.golkin@pauldavis.com - (703) 863-0984

Paul Davis Restoration & Remodeling - (June 2008 – Present)

Vice President

- Oversees sales and marketing team
- Oversees client experience – ensures all issues are addressed promptly
- Check in with accounts to ensure they are having an excellent customer experience

(c) References

Christine Powell

Construction Superintendent

Facilities | George Mason University

cbartle6@gmu.edu | 703.993.5869 Office / 703.486.6630 Cell

Doug Crawford

Property Manager - Gables Residential

Dcrawford@gables.com

469.831.2951

Kim Harrison

Coleman Powersports

kharrison@wherethepoweris.com

703.347.3410

John Termini

Property Manager – First Service Residential

John.Termini@fsresidential.com

703.568.6775

(Article B) Subsection 4 Specific Plan (Methodology)

Article A SERVICE RESPONSE REQUIREMENTS

(Article A) Subsection 1 As part of the emergency response, describe how the contractor shall:

- (a) ***Be reachable 24 hours/7 days per week/365 days per year to respond for a call for services.***

Paul Davis has fully staffed call centers with immediate warm transfers to our emergency services personnel to ensure a quick response without having to wait for a call back. These call centers operate 24 hours per day and three hundred and sixty five days per year including all holidays. We have teams on-call to respond to emergencies 24 hours per day and three hundred and sixty five days per year as well.

Our contact phone numbers:

1. General 24/7 – (703)335-2424
2. Backup 1 – Alexis Golkin – (703) 863-0984
3. Backup 2 – Teresa Coffey – (571) 535-6653

4. Backup 3 – Andrew Golkin – (703) 898-4430

- (b) ***Respond to disaster scene as soon as possible but no later than within 12 hours of being contacted by the Contract Administrator or their designated representative to assess the condition of the collections and work.***

Paul Davis will provide an experienced project manager to respond within two hours of getting a call regarding a disaster at Mason facilities. The goal of the Project Manager is to respond quickly to assist in stabilizing and minimizing damages. The Project Manager will make sure a Project Plan is outlined with the Contract Administrator or their designated representative as they begin to execute the plan. Project Managers will always be followed closely by a crew to begin working on the restoration.

- (c) ***Be responsible for assigning sufficient personnel to the performance of this contract to ensure timely completion of all requirements.***

Based on the initial description of emergency work provided to Paul Davis, additional personnel will be dispatched to loss during the initial response along with the Project Manager. Mobilization of additional network vendors will be called in as needed. Response time for additional vendors can range from 2-12 hours of initial call response. Given Paul Davis' over 200 employees in the DC area as well as the numerous vendors and subcontracts we utilize on a daily basis which are already vetted and approved, we will have no problem responding to any size emergency with the appropriate response.

- (d) ***Have scalable capability and resources (e.g., facilities, man power, management, equipment, supplies, transport, freezers, and logistics) to manage all types of emergencies that may affect the University collections regardless of size.***

Paul Davis is equipped to handle any size loss. We have a network of vendors that would be able to assist us in stabilizing and minimizing damages. Within our network of vendors multiple Libraries have been restored from water and smoke damage.

In the Metropolitan DC area, Paul Davis operates 110,000 SF of climate controlled storage and office space, currently employs 200 people, and work with numerous vendors and subcontractors that are capable of assisting on any size loss. Our experienced management teams are well versed and have the experience to manage any size loss. The Paul Davis network within the DC area has the capability to get the necessary equipment and supplies for any size project. Freezers can be transported to George Mason facilities within 12 hours of receiving the initial call.

- (e) ***Have the experience, qualifications, and expertise to provide professional and standard methods of handling, stabilizing, packing, transporting, treating and rehousing, labeling and tracking (including the use of bar coding) the full range of library and archival materials in disaster situations.***

Paul Davis and our network of vendors who are recognized as industry leaders have the experience, qualifications, and expertise to provide professional and standard methods of handling damaged documents, books, maps, blueprints, magnetic tapes and other archives. Although there are several methods to restoring items, our team will always identify the best method. Utilizing a digital bar coding system, our team will be able to label and track the full range of library and archival materials in disaster situations.

Our vendor network has assisted in the recovery process for several large Libraries.

Detroit Public Library:

Books:	30,000 inventoried and packed out
Rare Books:	1,000 "Rare" book Cryo-drying
Books Dried:	30,000 Thermaline® vacuum freeze dried
Film & Pictures:	7,000 Cleaned and processed

Standor University Library:

Books Dried:	72,000
Thermaline® Vacuum Freeze-Dried Books Restored:	72,000, hand cleaned 90% returned immediately to shelves

Los Angeles Public Library:

Books:	2,000,000 inventoried and packed out
Books Dried:	600,000 Thermaline® vacuum freeze dried

- (f) ***Have the experience, qualifications, and expertise to provide professional and standard methods for mold remediation and other decontamination of collections and storage furniture.***

Paul Davis Project Managers and Crew Members will contain mold affected areas from non-affected areas to prevent cross-contamination during the remediation process. Project Managers for Mold Remediation are certified Mold Remediation Supervisors with the IICRC and many crew members are certified as Mold Remediation Technicians. Crews are trained and equipped to contain and clean contents that are located in mold affected areas with tension post containment barriers, HEPA Vacuums, anti-microbial solution, negative air machines, manometers and other tools related to the remediation of mold. Paul Davis also has independent industrial hygienists on call in the event that testing is needed quickly and without conflict of interest.

- (g) ***Have all staff with the necessary qualifications and skills or shall have a network of vendors in place for additional resources. However, while some parts of the stabilization operations may be sub-contracted (for instance, to provide for increased freezer storage space), the coordination and majority of stabilization operations are expected to be conducted by the Contractor. All subcontractors for treatment or stabilization or housing must be agreed upon by Mason - see also Section XVI – Special Terms and Conditions.***

Our qualified team members are a key part to our team's success. We are a certified IICRC (Institute of Inspection Cleaning and Restoration Certification) Firm. Our Vendors are affiliated with The Association of Record Managers and Administration, as well as the Association of Cleaning and Restoration. Paul Davis and our vendors are well known throughout the Library and archive preservation fields and have restored damaged books, documents, micrographic and magnetic

media, and other materials for government agencies, hospitals, record keeping centers, insurance companies, libraries, archives historical societies and private industry throughout the U.S and Canada.

- (h) ***Have adequate numbers of trained staff with the skills and experience to assess and sanitize (i.e., clean, disinfect, kill mold, and remove rust and other stains) designated storage furniture including shelving, map cases, and gasketed cabinets.***

Our IICRC certified staff and Project Managers are very capable of handling the cleaning and sanitizing of these pieces. Our Project Managers are certified in Mold Removal, Applied Structural Drying, Carpet Stain Removal and Carpet Repair, Smoke Remediation and Deodorization and understand the proper use of techniques such as Ozone and Hydroxyl to eliminate odors as well as the requirements and proper use of those technologies. We also have furniture specialists on-call if needed to respond and give advice on unique or high value furniture or items prior to restoration or to assist in the restoration of those items.

- (i) ***Use climate controlled, secure facilities. The Contractor is responsible for all aspects of security for Mason's materials in storage.***

All Paul Davis facilities are climate controlled and secured. All doors and entry points are alarmed, have motion detectors and are monitored by camera that can be viewed remotely. All facilities have a designated employee close by to respond to emergencies or alarms at the facility 24 hours per day and 365 days per year. All materials while at the facility are stored in vaults that are tracked and inventoried and are inaccessible without forklift access.

- (j) ***When specified by Mason, pack, ship, and store materials in protective totes and pallets (or other containers subsequently specified by Mason) that are clearly marked according to a numbering and tracking scheme approved by Mason.***

All items, containers, boxes, etc. are inventoried in our digital inventory system which prints QR coded labels that can be customized to the needs of Mason.

- (k) ***Manage the total work effort associated with the required services to meet all objectives. Such management includes but is not limited to planning, scheduling, cost projecting and accounting, establishing and maintaining documentation and records, report preparation, and quality control.***

Paul Davis is a full service restoration company with experienced Project Managers and staff that would be able to manage execute work efforts associated with the required services to meet all objectives. The assigned Project Manager would create an initial project plan and would work with one of our experienced estimators to project cost. Every project will be assigned a project admin as well as a project accountant. In conjunction with these two team members, the Project manager would establish and maintain documentation and records, report preparation, and quality control. On a daily basis, our estimate is updated with information regarding time and material costs as well as subcontractor invoices to make sure that at any time, Mason can request a current cost estimate or progress summary. Our project management software provides very detailed accounting of estimates and invoices to hold

everyone accountable for their efforts, cost and any variances on the project and project plan. Compliance tasks and workflows allow us to streamline a process specific to Mason to make sure we are following our project plan and exceeding the expectations of the Mason representatives.

(l) *Implement all necessary work control procedures to ensure timely accomplishment of work, as well as to permit tracking and reporting work in progress.*

Our Paul Davis Project Manager and Estimator will work closely together to ensure that all necessary control procedures are in place and timely accomplishment of work. Weekly Total Quality Management meetings will be held to ensure we are on track for both time and budgets and to make sure all team members are held accountable for the performance of the project. There will be checkpoints built into the project plan to ensure that work in progress is being reported. Our software allows us to share a link with Mason to view photos, notes, documents and dates regarding the project so we can provide transparency and easy access to information.

(m) *Establish and maintain an internal comprehensive Quality Control program. The QC program will apply to all services rendered.*

Our internal Quality Control program ensures that project plan is being executed. Project Manager and Estimator have daily meetings with Emergency Services Manager. The Emergency Service Manager will inspect work being performed twice per week to ensure project plan is being executed. There will be reviews put in place along the critical path of the project plan to make sure we review the progress of the project in regards to time, cost and quality.

(n) *Maintain consistent, professional, and responsive communication throughout the project.*

Paul Davis Project Managers will maintain consistent, professional, and responsive communication throughout the project by providing primary POC with daily progress on all project at Mason facilities. Project Manager will send a daily email updating primary POC of all activities completed and goals for the following day. If for any reason changes need to be made to the project plan primary POC will be contacted immediately via phone and appropriate next steps will be discussed. Project Plan will be updated and emailed to appropriate parties with 24 Hours of updating.

(Article A) Subsection 2 As part of the stabilizing collection material, describe how the Contractor shall:

(a) *Provide professional advice to the Contract Administrator or his/her designated representative on the most practical and efficient options for the stabilization and recovery of the collections and storage systems within 36 hours of being contacted (or within 24 hours after the site visit).*

Project Manager will have Project Plan in place within 12 hours of receiving loss and will communicate with Contract Administrator or his/her designated representative on most practical and efficient options for the stabilization and recovery of the collections and storage systems. Any documentation and recommendations from outside experts or vendors will also be included in this communication.

- (b) ***Provide expert consultation on site to assess the condition of the collections and work with Mason's preservation experts to determine the type and amount of stabilization effort required as soon as the affected site is accessible.***

Paul Davis and our network of vendors will be able to provide expert consultation on site to assess the condition of the collections and work with Mason's preservation experts to determine the type and amount of stabilization effort required as soon as the affected site is accessible. We will first determine from the preservation experts if there are any items which hold a higher priority or concern than other items and we will focus on those first. We will then work in order of severity and time sensitivity to address the remaining items, documenting along the way how the preservation experts and our team/vendors have decided to handle each item or category. This will all be documented in the project plan to make sure no item is missed and that all items receive the appropriate care.

- (c) ***Provide all trained labor, experienced supervision, approved material and supplies, and agreed upon equipment needed for cleanup in response to emergency calls at any of the Mason libraries.***

Paul Davis in the Metropolitan DC area has over 200 employees, 100 vehicles and 100,000 square feet of storage space all stocked with restoration equipment. Within those resources, our IICRC trained technicians and our Contents Specialists can respond 24 hours per day 365 days every year to address emergency service projects. Paul Davis will store an approved materials and equipment list in our systemwide file for Mason that ensures only these approved equipment and materials are used on the projects.

- (d) ***Collaborate with Mason staff to create a stabilization plan documenting stabilization priorities based on a variety of factors including type and extent of damage, type of material, rarity and/or importance of material, and outlining the methods to be used for retrieving, stabilizing, packing, and transporting designated damaged materials. To the extent possible, identify and inventory all affected materials and keep materials organized.***

During the execution plan phase of the project Paul Davis will collaborate with Mason Staff and vendors to create a stabilization plan and document priorities based on a variety of factors. Plan will outline type and extent of damage, type of material, rarity and/or importance of material, and the methods to be used for retrieving, stabilizing, packing and transporting designated damaged materials. Materials will be identified and inventoried through our digital inventory and processing software. This will allow our team to understand what the requirements are of the materials they are handling as well as to identify each individual piece and what needs to be performed to stabilize it.

- (e) ***Be able to provide a stabilization plan on very short notice, striking a balance between the need for urgently removing affected collection material and doing so in a coordinated and well-thought out manner.***

Paul Davis Project Manager will be on site within two hours of being notified of damage to property. During Project Manager's initial visit, they will determine severity with the Mason representatives. Severity may be due to the value of the item in the collection or the level of damage it has sustained. Items with high severity will be addressed first and then we can evaluate the items that have been deemed to have less importance to the collection by the Mason representatives.

- (f) ***Collaborate with Mason preservation and curatorial staff, provide stabilization activities that result in proper packing and transportation of all materials being moved to temporary Contractor facilitated off-site storage location for stabilization or treatment.***

Paul Davis and our vendors will collaborate with Mason preservation and curatorial staff and provide stabilization activities that result in proper packing and transportation of all materials being moved to our facility for treatment and storage. As stated in the paragraphs above, items will be identified in our digital inventory software by their needs as far as packing, transport and environmental control as well as security to ensure that items are handled and stored in a way that Paul Davis and Mason have planned for.

- (g) ***Remove and stabilize materials in a timely manner to eliminate the risk of further damage to the collections. To the extent possible, the stabilization of materials should begin within 24 hours of the emergency and should be completed per the schedule outlined in the stabilization plan.***

Removal of materials in timely manner will determine their salvageability. Paul Davis team and vendors will dispatch necessary teams to site immediately upon receiving initial call. Items of a high severity will take first priority for stabilization. To the extent possible if items can be stabilized on site by setting up environmental controls during the first phases of the project we will attempt to do so. If our plan is approved all work and necessary teams will be working on site within 12 hours of receiving initial call.

- (h) ***Provide all labor, material, and equipment for the safe and secure stabilization and transportation including dry cargo transport trucks or freezer trucks as needed and packing supplies, pallets, and materials needed to secure palletized containers.***

Paul Davis and our network of vendors are equipped to provide all labor, materials, and equipment for safe and secure stabilization and transportation.

Through our network of vendors we have immediate access to dry cargo trucks and freezers as needed and packing supplies, pallets, and materials needed to secure palletized containers.

- (i) ***Stabilize the affected collections items for transportation including providing all boxing, bagging, and other supports and containers necessary.***

Materials will be stored on site in our facility for transporting all necessary collections items. Boxes, bags, totes, containers, etc. will all be on hand in the event of an emergency. We have resources during and after hours to obtain additional materials as well as equipment such as pallets, palletized containers and vehicles to transport.

- (j) ***Establish an inventory of all affected items removed from the affected space as they are removed from a collection area for stabilization and treatment.***

Our digital inventory software will provide documentation by collection or segment as well as the condition of the item and what is needed to stabilize it. Items will be organized with labels/tags

including a descriptor of the item and a QR code for scanning to see the details in our system. The inventory can be printed and sorted at any time by Paul Davis staff to be provided to Mason. Inventories are backed up on our cloud based back up system to prevent the possibility of data loss.

- (k) ***Provide consistent tracking of all collection material as they are repacked, transported, stabilized, treated and returned to Mason, ensuring the ability to locate an item at any point in time of stabilization and recovery activities.***

An orderly pack-out phase is very important to our recovery phase. We move the materials to be dried from cold storage to our vacuum freeze drying chamber. Repack in new boxes, which are re-inventoried and clearly marked for returned delivery. Any item at any point in time of the stabilization process can be located through our digital inventory process with QR codes which will display the history of the item in our system throughout the process.

- (l) ***Provide environmentally controlled transportation to appropriate storage venues for the stabilization and/or subsequent recovery of the affected collections items.***

Mobile freezer trucks will be dispatched to site to immediately freeze damaged materials. That frozen material is transported in freezers to facility for freeze drying and processing. We also have access to mobile sublimation chambers should on-site restoration be necessary.

- ((m)) ***Provide secure freezer storage for the damaged materials in the event all available appropriate drying equipment is in use, or if the amount of material exceeds the Contractor's drying capacity.***

Through our network of vendors we are capable of providing freezer storage on and off site. Freezers are always locked and secured.

(Article A) Subsection 3 As part of the recovering collection material, describe how the Contractor shall:

- (a) ***Collaborate with the Contract Administrator or his/her designated representative to create a recovery plan before the recovery operations begin. This document should contain a description of the estimated quantity, value category, and type of affected collections items, the comprehensive condition assessment of damaged collections, proposal for the safe and secure recovery of the collections, treatment proposals and documentation, rehousing and labeling plans, proposed recovery schedule, tracking system, proposed return schedule, and a detailed associated cost estimate. The plan must also include details of proposed procedures, equipment/tools, goods/materials to be used and the name(s) of the supervisor and staff that will complete the work along with the estimated cost for labor hours, equipment/tools, and goods/materials. If fewer than 1,000 volumes are affected, the final recovery plan should be submitted within 14 days; if more than 1,000 volumes, within 30 days.***

Upon receiving initial loss the Project Manager's first priority is to get stabilization set up and all resources in motion to reduce any lost time or secondary damage to the collection. The Project

Manager will then use a template to begin a document that will outline the proposed recovery plan which will be discussed on a per item or per collection basis with the Contract Administrator to provide a complete solution to stabilize and restore the collection.

The document will contain a description of the estimated quantity, value category, and type of affected collections items, the comprehensive condition assessment of damaged collections, proposal for the safe and secure recovery of the collections, treatment proposals, and documentation, rehosing and labeling plans, proposed recovery schedule, tracking system, proposed return schedule, and a detailed associated cost estimate. This document will be verified with all outside vendors or experts as well and if there are any changes needed to any collections, they will be reviewed with the Contract Administrator prior to proceeding with that section of the plan.

- (b) ***Be able to systematically document all stages of the stabilization and recovery activities with a particular focus on treatment activities using both paper-based and/or, upon request, film based and dynamic media.***

Project Manager will document all stages of the stabilization and recovery activities with a particular focus on treatment activities. Photos will be taken during all steps of the process and will be attached to the digital inventory outlining each stage and the history of the item. Any documentation or photographs from outside vendors and subject experts will also be attached.

- (c) ***Be equipped to provide specialized cleaning services as required to manage mold remediation, smoke and soot removal, and deodorization.***

Remediation supplies and chemicals stocked. Microban, Res-Q, Soot Gone, Chem Sponges, Hepa Vacs...etc. Our crews are trained, certified by the IICRC, and equipped to remediate mold under containment, clean soot affected structures, and deodorize affected areas. If need be we are equipped to transport mold or soot affected contents back to our facility to be cleaned and deodorized in our deodorization chamber if necessary. All efforts will be made through environmental controls to prevent cross contamination of other items.

- (d) ***Be equipped to dry, in a controlled and closely monitored manner, varying quantities of material exposed to varying amounts of moisture through the use of drying methods such as desiccant, air-drying or vacuum freeze-drying, to determine when materials have reached normal equilibrium, and to ensure that all items are completely dry without exposure to the risk of over-drying.***

Project Managers are equipped with non-invasive and invasive moisture meters to determine what materials are affected and monitor and document material on a daily basis until material has reached dry standard. Crews are equipped with Industry standard drying equipment to create ideal drying environment. Air Movers, LGR Dehumidifiers, Desiccant Dehumidifiers, Injectidry floor and wall systems. We have multiple dehumidification and drying chambers in the DC area.

- (e) ***Allow Mason to request recovery services separately from emergency response and stabilization services if Mason staff is able to perform the response and stabilization internally.***

Paul Davis and our network of vendors are in operation 24 hours per day and 7 days per week. Mason will be able to request recovery services separately from emergency response and stabilization services. If consultation is needed to check the work of Mason staff or provide guidance we are available to assist with that as well.

- (f) ***Transfer wet, frozen or dry collection materials to a new, dry box if this is approved by Mason. If there is significant damage to the original container, the Contractor must provide Mason with a proposed procedure to transfer materials to new containers maintaining original order. The Contractor may be required to provide folders, boxes and containers approved by Mason or Mason may choose to provide containers. The Contractor must retain all original documentation and accompanying materials and any label or information written directly on the container.***

If approved, during the recovery process if there is significant damage to the original container. Items will be re inventoried in our digital inventory system and transferred to new containers in original order. All labels with QR codes will be re-printed but will remain the same as the original container to maintain inventory integrity. The old label will be destroyed as containers are switched out to prevent a duplicate label. We are capable of providing, folders, boxes, and containers or can accept the containers Mason provides to us if they are sufficient for the task at hand.

- (g) ***If distorted, books may be gently reshaped while wrapping and packing. If packing in boxes, pack volumes spine down or flat into boxes. Avoid packing very small volumes next to large volumes. If deemed necessary, volumes that have been shrink-wrapped may have shrink-wrap plastic removed to expedite drying. Volumes to be transported that are too large for boxing in standard 1.2 cubic foot containers may be stacked flat on pallets, supported by thick cardboard sheets inserted between layers.***

Paul Davis has the materials on hand to ensure that all collections are properly secured and only trained staff will pack and inspect boxes prior to closing. The project managers sign off on the inside of every box packed to ensure quality.

Furthermore, we will use a Thermaline drying process which is particularly effective for successful recovery of wet books and paper documents. Salvaging, recovering and drying water-damaged books is usually significantly cheaper than replacing them. Paper documents often cannot be easily or affordably replaced and drying is your only practical alternative for recovery of the information. Depending on temperature, climatic conditions, the nature of the contamination and other factors, mold can begin to form quickly if nothing is done.

During the Thermaline process, materials are loaded into a vacuum chamber which, by reducing the pressure along with the use of controlled heat, vaporizes the water/ice. The resulting vapor is removed from the chamber by specially-designed vacuum pumps. The extracted and isolated vapor is then heated and converted to steam and exhausted to the atmosphere. Thus, the only emission is steam (212°F at sea level).

Thermaline offers many benefits, including:

- Restrains books from warping and distorting as water is removed.
- Compresses books back into a more natural shape.
- Minimizes cover board warpage.

- Reduces the need to rebind books by up to 90% as a result of straightening during compression.
- Allows most books to be returned directly to shelves with no additional restoration required.
- State-of-the-art methods provide mechanical straightening as well as complete drying.

(h) ***Provide documentation including a signed manifest documenting all materials leaving any Mason facility. The Contractor must provide prompt notification upon receipt of shipment and inventory tracking while in the Contractor's facility***

We will use Assured Pack out to provide a digital and/or paper inventory to Mason. Our Scanning and Presentation reports in PDF format include digital photos with descriptions as well as QR code labels. These will be documented by area or collection as desired. The inventories will be signed and presented to Mason when the collections are moved off site. At designated phases throughout the process, we will provide updated inventory reports showing the location and status of each item and history can be provided for an item upon request. All shipping manifests will be attached to the inventory for proof and chain of custody.

(i) ***Physically secure collection materials to the truck interior to ensure that the containers and pallets do not shift during transit. All collection materials must be kept within original boxes or enclosures, unless the Preservation librarian or designee approves transfer to new boxes or enclosures. Materials must be retained in the same order as received and must not be commingled with any other materials at any time.***

Our team will not commingle materials at any time. All materials will be secured on truck, by utilizing proper straps to tie down materials to prevent shift during transit. All collection materials will be kept within original boxes or enclosures. All materials will be retained in the same order as received

(j) ***Be equipped to recover a range of materials including but not limited to: Bound volumes (including rare volumes on parchment, pith, vellum) Books and other publications incorporating plastics and modern materials Digital recordings (including CDs, DVDs, Optical Discs) Flat photographic prints, negatives, and direct positives on paper, film, glass, and/or other supports (including metal, leather, ceramics, etc.) Microfilm rolls and fiche Motion picture film Magnetic media (including audio, data and sound recordings) Oversized records (including architectural drawings and plans, cartographic records including maps, and posters) Papers (including manuscripts, musical notations, unbound pages, etc.) Video recordings (including DVDs, digital recordings, and magnetic media) Artifacts (including ceramics, musical instruments, paintings, sculpture, and textile memorabilia, etc) Audio recordings (including CDs, phonograph discs, digital sound, magnetic media, and wax cylinders)***

Paul Davis and our network of vendors are equipped to recover a range of materials through our Thermaline and Cryogenic drying process.

Thermaline is a vacuum freeze-drying process in which books and other materials are restrained from warping and distorting as water is removed. The process compresses books back into their natural shapes, minimizing cover board warpage.

Wet magnetic media (such as floppy disks, tapes and cassettes) pose special problems for successful data recovery. Generally, we recover only the stored data itself and transfer it to new storage media. No attempt is made to salvage the water-soaked physical media upon which the data is stored, as wet magnetic media cannot be effectively cleaned or reliably decontaminated without risk of further damage.

Wet microfilm and water-soaked microfiche require immediate attention for successful recovery. Film separation and drying must commence within 48 hours of becoming wet to achieve the best results.

Once again, time is of the essence! In particular, chemical coatings and labels must be preserved, yet decomposition and film degradation must be prevented. This means special procedures must be followed.

Disaster involving vellum-bound volumes and a modified vacuum freeze-drying chamber demonstrated considerable success in drying the items.

Sealed magnetic tape media, such as audio and video tapes, require a rapid, specific response. Careful attention to the response steps given below will help recover audio and video tape collections with a minimum of data loss.

Note: Since 100% recovery of the physical media is unlikely, a rehabilitation step to copy the remaining information onto fresh tape is usually desirable.

In addition, data recovered from wet tapes may not necessarily need to be replaced upon the same type of media from which it was extracted. Modern data storage formats offer considerable space, reliability, and cost improvements over obsolete media types. For example, a single hard disk drive can store the equivalent of thousands of audio and video tapes, at a tiny fraction of the cost.

The following applies to the recovery of 20th century black-and-white photographic and contemporary color materials. These photographic materials require immediate attention. Careful air drying must commence within 48 hours after becoming wet to achieve the best results.

Note: Images made by earlier 19th century processes, e.g. Ambrotypes, Tintypes, Daguerreotypes, collodion, silver gelatin glass plate negatives, plus earlier color processes, e.g. Autochromes, Dufay color, Paget, Finley, and Agfa color that are water-damaged, all require different procedures to prevent deterioration and permanent damage. These should be referred directly to a qualified Photographic Conservator for advice and treatment.

- (k) ***Mason collection material may be frozen in transit or at the Contractor's facility. When materials are to be frozen, the Contractor must provide assurance to the Mason representative that the materials in the interior of the pallet have been frozen within the specified timeframe. Documentation of temperature in the interior is sufficient. The temperature of the freezing facility must be monitored and documented. Cycling of the temperature within the freezing facility is unacceptable.***

When material is damaged time is of the essence to prevent any additional damage. Material will be frozen within 48 hours and transported for processing.

Timelines will be outlined in the stabilization plan and verified during quality control inspections. Temperature monitoring at agreed upon intervals will occur and be documented. Proper documentation of temperature in the interior of pallets will also be verified during quality control inspections.

- (l) ***Use freeze-drying equipment using a 24-hour computer-monitored vacuum freeze-drying process to return the moisture content of water-damaged materials/holdings to single digits (5-8% preferred). During vacuum freeze-drying, materials will be frozen to a temperature of at least -25°F. The Contractor must provide data to Mason documenting the conditions to which materials have been exposed, and the duration of these conditions.***

During the Thermaline drying process freeze-drying equipment will be utilized. During vacuum freeze during, materials will be frozen to a temperature of at least - 25 degrees Fahrenheit. Data will be provided via a report to Mason documenting the condition to which materials have been exposed, and the duration of these conditions.

- (m) ***Outline methods and materials and/or storage systems for sanitization if biological growth and/or residues exist that are potentially harmful to users of collection materials or collection storage systems.***

Cryogenic drying method, dubbed "Cryo-Drying," employs a large temperature differential between a collector plate and the book in order to considerably slow down the rate of water loss from the text block and the binding material.

This process has successfully restored special collections dating back to the 16th Century. Materials typically restored utilizing this process are rare books made with leather and vellum.

Thermaline drying method is a vacuum freeze-drying process in which books are restrained from warping and distorting as water is removed. The process compresses books back into their natural shapes, minimizing cover board warpage. During the Thermaline process, materials are loaded into a vacuum chamber which, by reducing the pressure along with the use of controlled heat, vaporizes the water/ice. The resulting vapor is removed from the chamber by specially-designed vacuum pumps. The extracted and isolated vapor is then heated and converted to steam and exhausted to the atmosphere. Thus, the only emission is steam (212°F at sea level).

If items are found to have biological growth, they will be stored separate from items that do not have biological growth. Separating materials are crucial in the recovery processes. Separating materials will prevent cross contamination.

- (n) ***Describe methods for dealing with the following types of materials: Oversize materials such as maps and cartographic materials Flat photographic materials (printed on paper, film and/or other supports e.g. metal, glass, etc.) Microfilm rolls Motion picture film Tangible digital media (videotape, audio tape, etc.) and digital recordings (CD, DVD, Optical Disc, etc.)***

Oversized pose a special salvage challenge. Depending on temperature, climatic conditions, the nature of the contamination and other factors, mold can begin to form quickly if nothing is done. It is

essential that these items be moved from their original space to a freezer. These items will be restored by using a method called Vacuum Freeze Drying.

Vacuum Freeze Drying is very reliable. During the process materials are loaded into a vacuum chamber which, by reducing the pressure along with the use of controlled heat vaporizes the water/ice. The resulting vapor is removed from the chamber by specially-designed vacuum pumps. The extracted and isolated vapor is then heated and converted to steam and exhausted to the atmosphere.

- (o) ***Describe methods for consulting with Mason's Director of Special Collections Research Center (SCRC) or her designee if possible before recovering the SCRC materials (unique, rare or otherwise valuable collection material). The SCRC Director or designee shall authorize by written approval the Contractor's procedures for freezing or air-drying of these materials. The SCRC materials must remain at the same level of wetness as found until appropriate procedures have been determined and authorized.***

Paul Davis Project Managers and Vendors that specialize in documentation restoration will discuss project plan for all SCRC materials with Director of Special Collections Research Center or their designee before recovering SCRC materials. Moisture content and environment will be documented as it is found, and Paul Davis will ensure that the material is secure and stays within a similar moisture content until a procedure can be agreed upon between Paul Davis and the SCRC Director.

(Article A) Subsection 4 As Part of return of collection material, describe how the Contractor shall:

- (a) ***Be able to, when treatment is completed, carefully pack dried materials separated by format and library location, in appropriate secure, non-damaging containers and ship/deliver them back to Mason. SCRC materials must be packed separately.***

Our inventory system will have the locations from where the material was pulled stored in the inventory. We will then repack the dried materials back in approved containers with proper protection such as paper, cardboard separators, bubble wrap, shrink wrap, and the labels will show which format is inside and what location it needs to be delivered to. Once onsite, inventories will be double checked to ensure all items are appropriately delivered and a final QC inspection will be performed. If Mason desires, our team can re-stock the materials as necessary.

- (b) ***Use bar coding to manage the inventory, tracking, shipping, and shelving process to facilitate tracking and reporting.***

Our digital QR coding system will assist with managing the inventory, tracking, shipping, and shelving process to facilitate tracking and reporting. All labels contain descriptors of the item and container so quick information can be retrieved from the label. If more detailed information is desired, the QR code can be scanned. As items change phases through the process they are scanned in to the system and the status is changed. This produces a history and chain of custody of the item from the

emergency phase all the way to delivery. The shelving process will be performed based on the location and order of the item as it was found originally which is stored in our inventory system unless Mason specifies an alternative approach.

- (c) ***Submit a closeout report, summarizing all actions taken by the Contractor as part of a Task Order. This report may summarize the emergency event and all associated activities, based on documentation produced through the previous documents, or may summarize recovery activities conducted under a separate Task Order.***

Project Manager will submit an Executive Summary report summarizing all actions taken as part of a task order. The report will summarize the emergency event and all associated activities, based on documentation, produced through the previous documents and will summarize recovery activities conducted. The report will also detail the items involved in the recovery and the history of those items along with photographic evidence and any supplemental documentation that was received along the way.

(Article B) Subsection 4 Cost Estimate

See Exhibit A - 2023 Rate Materials Schedule (NVA)

Exhibit A - 2023 Rate Materials Schedule (NVA)

General

Rates, Taxes, & Related Fees: Rates are valid for one year from the effective date of the date published. The rates contained in this schedule are exclusive of all federal, state, and local taxes. The contractor reserves the right to adjust pricing of materials and consumables based on market-driven conditions beyond our control. The rates contained in this schedule are exclusive of all federal, state, and local taxes. All taxes applicable to the work being performed will be billed as a separate line item of the invoice. If the client is tax-exempt, they must make the contractor aware of this exemption and provide tax-exempt documentation. Taxes incurred prior to notification of exempt status shall be reimbursed to contractor.

Payment Terms: Invoices generated in accordance with the Paul Davis Commercial Rate and Materials Schedule will be submitted periodically for work performed per the contract with customer.

CAT Consideration: In the event of a declared State of Emergency, a five (5) percent fee may be applied to the total of each invoice to cover indirect costs related to CAT mobilization and operations. The includes natural disasters such as flooding, hurricanes, severe winter storms, or tornadoes. Examples of these incurred costs that exceed normal operating conditions would be additional project management and coordination, logistical support, field-based administrative support, and temporary equipment and material warehousing.

Subcontractors and Vendors: Subcontracted Labor are those outside services provided within the scope of the project and incurred by Paul Davis Restoration in its execution of the project. Subcontracted Labor will be scheduled based on the published Labor Classification and Hourly Rates listed, plus, all other applicable billable items including, but not limited to: per diem, small tools, vehicles, mileage, lodging, etc. as published in this document and pertaining to this project. Specialty/Licensed Trades defined as, but not limited to, electrical, plumbing, mechanical, roofers, engineers, architects, and specialty trades, will be billed at presented invoice amount plus a twenty-five (25) percent markup. Vendors defined as, but not limited to: supplier, vendor or other entity providing supplies or materials, will be billed at presented invoice amount plus a twenty-five (25) percent markup

Reimbursable Expenses: Travel costs such as, but not limited to airfare, rental cars, fuel receipts, tolls, and hotels will be billed at presented invoice plus twenty-five (25) percent markup. The contractor will bill for per diem (for out-of-town workers) at the published U.S. General Services Administration (GSA) rates per geographic area, per person, per day for each day personnel are assigned and located at the project site, or if the project dictates that days for standby are required. All permits, bonding, and other related fees will be invoiced at the incurred cost plus twenty-five (25) percent markup.

Project Personnel and Labor Provisions

Standard Rate/Hour: The standard rate is the hourly rate for work performed during a standard workday, per the included labor classification. Standard workday is defined as Monday - Friday 8:00 a.m. - 5:00 p.m. All rates are for "open-shop" rates. Any Governmental imposed rates, prevailing wage, union wage, or rates subject to collective bargaining, will be negotiated based on the area and rate schedule for that area.

Premium Rate/Hour: The Premium Rate/Hour billable as overtime shall be billed at the rate of one-and-one-half (1.5) times the standard rate per hour for work performed by each person that works in excess of forty (40) hours per week or outside of the defined "open-shop" time, will be billed at (1.5) times the scheduled hourly rate. If a local authority dictates a different overtime rate or overtime rules, the contractor will abide by that direction and adjust invoicing as required by local regulations. Any work performed on a holiday shall be billed at a factor of two (2.0) times the standard rate/hour.

Asset Mobilization: Manager and crew travel time will be billed on a "port-to-port basis" (i.e., office/warehouse to jobsite and also jobsite back to office/warehouse). Travel will be billed at the applicable labor rate per the labor classification. The contractor has assets located throughout the United States and will make every attempt to reduce costs by mobilizing assets closest to the project site. Client is responsible for the mobilization and de-mobilization costs of vehicles, equipment trailers, and other special equipment/assets required for the project. When circumstances beyond our control require personnel and/or equipment to be delayed from beginning/continuing work, the standard rate/hour will be charged, per person or piece of equipment, based on actual time recorded per the daily "Crew Activity Sheet." All applicable labor associated fees will be applied.

Labor - Structure	Unit	Rate
Supervisor - Restoration	HR	\$ 78.00
Technician - Restoration	HR	\$ 71.00
Supervisor - Remediation	HR	\$ 89.00
Technician - Remediation	HR	\$ 81.00
Confined Space Technician	HR	\$ 112.00
Supervisor - Trauma/Bio	HR	\$ 275.00
Technician - Trauma/Bio	HR	\$ 210.00
Foreman - Day Labor	HR	\$ 59.00
Day Labor (Unskilled)	HR	\$ 51.00

Trade Labor & Carpentry Services	Unit	Rate
Supervisor/Foreman	HR	\$ 110.00
Carpenter	HR	\$ 105.00

Project Management	Unit	Rate
Project Coordinator/Admin	HR	\$ 49.00
Project Manager/Estimator	HR	\$ 115.00
Assistant Project Manager	HR	\$ 78.00

Labor Contents	Unit	Rate
Supervisor - Contents/Inventory	HR	\$ 78.00
Technician - Contents/Inventory	HR	\$ 59.00

Exhibit A - 2023 Rate Materials Schedule (NVA)

II. Equipment and Vehicles

Weekly and Monthly Equipment Rates: If equipment runs for seven consecutive days, equipment will be billed at a discounted, weekly rate of five days out of seven days used each week. If the equipment runs for 30 consecutive days, equipment will be billed at a discounted, monthly rate of 21 out of the thirty days it was used that month.

Daily Management Equipment Package: The daily management equipment package covers each manager's company-issued laptop, cellphone, mobile printer, mobile scanner, mobile hotspot, camera, and radio. These items are not billed individually.

Daily PPE and Small Tools Package: The daily PPE and small tools package covers each worker's required daily PPE and small tools. PPE includes logo'd shirt, reflective vest (if required,) hard hat (if required,) safety glasses, dust masks, and nitrile gloves. Small tools include all non-powered tools with a retail value less than \$50.00. As required, supervisors will be issued a radio to communicate with the project management.

Generators: There will be a minimum charge of (1) daily rate plus all costs incurred if power is restored upon arrival or Client cancels generator order. It is also understood that the contractor makes no guarantees on timelines for arrival during a catastrophic event or any other circumstances beyond the contractor's control.

Unscheduled Equipment: Any equipment ordered by the Client shall be billed at a minimum of one-day-rental, plus, any related charges such as, but not limited to: labor, freight, taxes, and permits. This charge is applicable, whether equipment is used or not on the project. During the course of work, the company may find it necessary to purchase equipment not scheduled under the "Daily Rate." In those situations, the Daily Rate shall be an acceptable industry daily rental rate.

Vehicle Usage: All vehicles used at or for job performance will be itemized on the invoice and billed per day at the identified rate. Rental fuel receipts will be billed at the presented invoice amount plus a twenty-five (25) percent markup. Vehicles invoiced off of this time and materials price list will also bill a fuel charge.

Remediation Tools	Unit	Rate
Drill - Corded/Cordless, 3/8-1/2"	DA	\$ 17.61
Foam Sprayer - Electric	DA	\$ 117.37
Grinder - 4 1/2" Angle	DA	\$ 14.08
Nail Gun	DA	\$ 25.82
Pressure Washer (3500 PSI) - Cold	DA	\$ 117.37
Pressure Washer - Hot	DA	\$ 176.06
Saw - Chain	DA	\$ 52.82
Saw - Circular	DA	\$ 18.78
Saw - Reciprocating (Sawzall)	DA	\$ 18.78
Saw - Remediation (Kelt)	DA	\$ 38.15
Vacuum - HEPA Backpack	DA	\$ 71.00
Vacuum - Upright Carpet/Shop Vac	DA	\$ 29.93
Zip Poles (pair)	DA	\$ 29.34

Fire & Deodorization Equipment	Unit	Rate
Cryo Blaster (80hp) w/220 CFM Compresso	DA	\$ 1,165.52
Dry Ice Blast System (Small)	DA	\$ 676.07
Dry Ice Blast System (Large)	DA	\$ 895.12
Hydroxyl Machine - XL3 (w/o Air Mover)	DA	\$ 220.00
Ozone Generator	DA	\$ 143.00
Thermal Fogger - Commercial	DA	\$ 126.76
Thermal Fogger - Electric	DA	\$ 44.60

Contents Equipment	Unit	Rate
Anti-Static Vac	DA	\$ 28.17
Deionizer Electronics Dryer	DA	\$ 169.02
Esporta Wash	DA	\$ 563.39
FireLine Cleaning System	DA	\$ 574.60
Portable Electronics Cleaner	DA	\$ 449.59
Ultrasonic (Mobile)	DA	\$ 574.66
Upholstery Cleaning Machine	DA	\$ 105.00
Z Rack	DA	\$ 5.63

Daily Equipment Packages	Unit	Rate
Daily Management Equipment Package	DA	\$ 17.00
Daily PPE and Small Tools Package	DA	\$ 20.00

Remediation Equipment	Unit	Rate
AC Unit - 10 Ton	DA	\$ 850.96
AC Unit - 25 Ton	DA	\$ 1,173.74
Air Mover	DA	\$ 29.00
Air Scrubber/Negative Air (Small)	DA	\$ 79.00
Air Scrubber/Negative Air (Large)	DA	\$ 125.00
Air Scrubber/Negative Air (XL)	DA	\$ 145.00
Dehumidifier - Low-Grain Refrigerant (LGR) - I	DA	\$ 115.00
Dehumidifier - Desiccant 750-1,199 CFM	DA	\$ 704.24
Dehumidifier - Desiccant 1,200-1,999 CFM	DA	\$ 880.30
Dehumidifier - Desiccant 2,000-3,249 CFM	DA	\$ 1,115.05
Dehumidifier - Desiccant 3,250-4,999 CFM	DA	\$ 1,584.54
Dehumidifier - Desiccant 5,000-6,999 CFM	DA	\$ 2,112.73
Dehumidifier - Desiccant 7,000-9,999 CFM	DA	\$ 2,582.22
Dehumidifier - Desiccant 10,000-14,999 CFM	DA	\$ 3,345.15
Dehumidifier - Desiccant 15,000-19,999 CFM	DA	\$ 4,284.40
Dehumidifier - Desiccant 20,000 CFM	DA	\$ 5,164.44
D X Unit - 5,000 CFM	DA	\$ 997.68
D X Unit - 10,000 CFM	DA	\$ 1,349.80
Flex Duct - 25' Section (12"-36")	DA	\$ 23.70
Forced Air Injection Kit	DA	\$ 115.55
Pump - Trash w/2" Hose	DA	\$ 163.15
Pump - Trash Diesel w/4" Hose	DA	\$ 20.62
Water Extraction Unit - Portable	DA	\$ 105.00
Water Extraction Unit - Truck/Trailer Mount	DA	\$ 657.23

Remediation Meters	Unit	Rate
Borescope	DA	\$ 65.73
Infrared Camera	DA	\$ 146.72
Moisture Meter (Tramex, Protimeter)	DA	\$ 23.47
Thermo Hygrometer	DA	\$ 23.47

Paul Davis Commercial**Exhibit A - 2023 Rate Materials Schedule (NVA)**

General Equipment	Unit	Rate
Air Compressor - Electric	DA	\$ 43.43
Airless Paint Sprayer	DA	\$ 211.27
Baker Scaffold (per 6' section)	DA	\$ 39.91
Dolly / Wheelbarrow	DA	\$ 9.98
Floor Buffer	DA	\$ 99.77
Floor Maintainer - Walk Behind	DA	\$ 258.22
Heater, 300K BTU Indirect Diesel w/25' Duct	DA	\$ 240.62
Instant Shelter	DA	\$ 22.24
Insulation Removal Machine	DA	\$ 99.77
Ladder - Step / Extension	DA	\$ 14.08
Mop Buckets (w/wringer)	DA	\$ 8.22
Temporary Lighting - Free Standing / String	DA	\$ 28.17
Tilt / Demo Cart	DA	\$ 41.08

Power Distribution	Unit	Rate
Generator - 350 KW (triple shift)	DA	\$ 2,236.94
Generator - 200 KW (triple shift)	DA	\$ 1,525.86
Generator - 150 / 175 KW (triple shift)	DA	\$ 1,173.74
Generator - 125 KW (triple shift)	DA	\$ 938.99
Generator - 100 KW (triple shift)	DA	\$ 821.62
Generator - 40 KW (triple shift)	DA	\$ 528.18
Generator - 20 KW (triple shift)	DA	\$ 399.07
Generator - < 10 KW (triple shift)	DA	\$ 140.85
Cable - Generator (25' Section)	DA	\$ 41.08
Distribution Panel - 100 Amp	DA	\$ 176.06
Distribution Panel - 200 Amp	DA	\$ 258.22
Distribution Panel - 400 Amp Main	DA	\$ 264.09
Distribution Box (spider box)	DA	\$ 46.95

Vehicles	Unit	Rate
Job Vehicle - Sedan / SUV	Mile	\$ 0.18
Truck - 1/2-Ton	Mile	\$ 0.20
Truck - 3/4-Ton	Mile	\$ 0.22
Truck - 1-Ton	Mile	\$ 0.25
Truck - 1 1/2-Ton	Mile	\$ 0.27
Truck - 26' Straight / Box	Mile	\$ 0.29
Truck - Tractor / Semi	Mile	\$ 0.32
Van - 1-Ton Van / 10-Pass.	Mile	\$ 0.25
Van - Box	Mile	\$ 0.31

Trailers & Storage	Unit	Rate
Trailer - 48-53' Enclosed Equipment (>10' DA	DA	\$ 183.10
Trailer - Refrigerated	DA	\$ 183.10
Trailer - Office / Construction	DA	\$ 111.50
Container Box	DA	\$ 64.56

Equipment Fuel & Maintenance	Unit	Rate
Fuel Cell - Auxiliary 150 Gallon	DA	\$ 53.41
Fuel Cell - Auxiliary 550 Gallon	DA	\$ 246.48
Equipment Decontamination - Small	EA	\$ 30.24
Equipment Decontamination - Large	EA	\$ 44.37
Generator Service/Oil Change (weekly)	EA	\$ 428.41

Fuel will be charged at market rates for all equipment, plus 25%

III. Materials & Consumables

The scheduled prices shall be charged for all solutions utilized in the performance of the services provided, whether shipped directly, dropped shipped by a third party or locally purchased. The included list represents the more commonly used products. In the event a materials/supplies is specifically purchased for the completion of the work, and that item is not identified in the pricelist, such materials/supplies purchased directly will be billed at cost plus a twenty-five (25) percent markup.

PPE	Unit	Rate
Boots - Rubber (pair) PR 14.08	PR	\$ 14.08
Coverall Suit w/Hood & Boots	EA	\$ 14.67
Dust Mask - Disposable Particulate Filtering (20)	BOX	\$ 69.25
Fall Protection - Harness & Lanyard (PFP)	EA	\$ 43.43
Gloves - Cotton/Leather/Rubber/Rubber Coated	EA	\$ 4.40
Gloves - Nitrile (50 pairs)	BOX	\$ 51.36
Package - Confined Space	EA	\$ 241.79
Package - HAZMAT / COVID-19 PPE	EA	\$ 79.77
Respirator - Full/Half-Face (PRP)	EA	\$ 35.21
Respirator - Cartridge P-100 (Standard)	EA	\$ 12.41

Consumables - Equipment	Unit	Rate
Air Scrubber - HEPA Filter	EA	\$ 264.09
Air Scrubber - Pleated Filter	EA	\$ 14.08
Air Scrubber - Pre Filter	EA	\$ 3.52
Air Scrubber - Lay-Flat Duct - 20"	RL	\$ 180.29
Air Scrubber - Lay-Flat Duct - 33"	RL	\$ 226.90
Dehumidifier - Pleated Filter	EA	\$ 13.38
Dehumidifier - Pre Filter	EA	\$ 7.51
HEPA Vacuum - Filter	EA	\$ 164.32
HEPA Vacuum - Bags	EA	\$ 5.28
HEPA Vacuum - Bonnets	EA	\$ 5.87

Paul Davis Commercial

Exhibit A - 2023 Rate Materials Schedule (NVA)



Chemicals	Unit	Rate
Carpet Cleaner - Fiber Fresh	QT	\$ 15.89
Degreaser - Benefect Atomic	GAL	\$ 65.73
Degreaser - Degrease All	GAL	\$ 24.70
Degreaser - Degrease All E	GAL	\$ 32.17
Degreaser - Fire Ball Cleaner	QT	\$ 8.50
Deodorizer - Matrix Fresh (Cherry or Lemon)	GAL	\$ 23.58
Deodorizer - Molecule Plus 100 Odor Eliminator	QT	\$ 29.33
Deodorizer - Molecule Plus Dry Odor Eliminator	19-OZ	\$ 16.76
Deodorizer - Thermo 55 Cherry (Electronics Only)	GAL	\$ 75.78
Deodorizer - Odor Counteracting Agent	GAL	\$ 46.95
Disinfectant - Microban (or equal)	GAL	\$ 52.82
Disinfectant - Benefect Decon 30	GAL	\$ 57.51
Disinfectant - Benefect Botanical	GAL	\$ 65.52
Disinfectant - Benefect Impact Cleaner	GAL	\$ 49.29
Drain Cleaner - Alive Liquid Bacteria	QT	\$ 12.66
Drain Cleaner - Alive Liquid Bacteria	5-GAL	\$ 154.78
Fungicidal Protective Coating - Fosters 40/20	GAL	\$ 93.90
Glass Cleaner	CAN	\$ 9.39
Ice and Snow Removal - Ice Melt	50-LB	\$ 43.13
Isopropyl Alcohol	1-GAL	\$ 32.03
Leather Cleaner - Leather New Deep Restorer	19-OZ	\$ 16.44
Lubricant - Greaseless LPS1	11-OZ	\$ 24.55
Lubricant - Greaseless LPS1	5-GAL	\$ 229.45
Mold Control - Concrobium	GAL	\$ 37.55
Mold Stain Remover - Concrobium (Two part)	6.9-OZ	\$ 88.02
Mold Resistant Coating - Fiber Lock 6000	5-GAL	\$ 326.33
Multi Purpose Cleaner (MPC) - Benefect	GAL	\$ 60.38
Oil Dry (50 lb. bag)	EA	\$ 55.75
Pig Pad Kit	EA	\$ 193.37
Remover - Goo Gone / Goof Off	8-OZ	\$ 8.08
Rust Eradicator - Matrix	QT	\$ 10.50
Soot - Degreaser	GAL	\$ 41.08
Soot - Encapsulant	GAL	\$ 52.82
Spray Adhesive	CAN	\$ 34.64
Stain Remover - Lift Off	19-OZ	\$ 14.79
Stainless Steel Cleaner	CAN	\$ 8.92
Stripper - Zinsser DIF Liquid Wallpaper Remover	GAL	\$ 21.06
Wood Cleaner - Murphy's Oil	QT	\$ 4.31

Consumables	Unit	Rate
Barrier Fence	RO	\$ 89.20
Box - Small w/Paper and Tape	EA	\$ 5.27
Box - Medium w/Paper and Tape	EA	\$ 6.98
Box - Wardrobe (or similar)	EA	\$ 38.67
Box - Picture	EA	\$ 9.62
Bubble Wrap	RO	\$ 80.40
Contact Cleaner	CAN	\$ 12.17
Filter - Deionizer	EA	\$ 81.13
Floor Protection - Carpet Shield 24" x 20	RO	\$ 138.50
Furniture Blanket	DA	\$ 3.71
Furniture Blocks	EA	\$ 0.14
Microfiber Cloths	CASE	\$ 13.52
Parts Bags	BX	\$ 15.49
Packing Paper	BX	\$ 3.63
Containment Zipper	EA	\$ 28.17
Feather Dusters	EA	\$ 5.87
Floor Protection - Ram Board	RO	\$ 115.03
Paint Brush	EA	\$ 15.20
Paint Roller	EA	\$ 12.85
Paint Roller Pan	EA	\$ 6.98
Plastic Sheeting - 1.5 mil 20'x100'	RO	\$ 46.95
Plastic Sheeting - 4 mil 20' x 100'	RO	\$ 88.03
Plastic Sheeting - 6 mil 20' x 100'	RO	\$ 117.37
Saw Blades	EA	\$ 9.39
Saw Blades - Remediation / Kett	EA	\$ 17.61
Shrink Wrap	RO	\$ 21.13
Sticky Mats (pad of 30 tear-offs)	EA	\$ 35.21
Rags - Cotton Cloth	LB	\$ 5.87
Rags - Yellow Furniture (200/case)	CASE	\$ 83.89
Soot Sponge	EA	\$ 4.64
Spray Bottles/Triggers	EA	\$ 5.81
Staples	BX	\$ 4.64
Sweeping Compounds	BX	\$ 29.59
Tape - Barricade (or equal)	RO	\$ 18.78
Tape - Box/Clear (or equal)	RO	\$ 3.52
Tape - Duct (or equal)	RO	\$ 8.22
Tape - Foil	RO	\$ 27.00
Tape - Gorilla / Preservation (or equal)	RO	\$ 18.78
Tape - Masking / Painters (or equal)	RO	\$ 16.96
Trash Bags - 4 mil (50-count)	BX	\$ 85.38
Upright / Shop Vacuum - Bags	EA	\$ 6.98

(Article B) Subsection 6 In your proposal response please address the following:

- a. Are you and/or your subcontractor currently involved in litigation with any party?**
 - a. No, we are not currently involved in litigation with any party
- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.**
 - a. Not Applicable/None
- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.**
 - a. Not Applicable/None
- d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.**
 - a. Our name has not changed in the last 10 years.

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account.

Thank you for considering our proposal. We know we can continue to be an excellent partner for George Mason University and all associated libraries.



Date: 11/3/2023

Alexis Golkin, Owner/Vice President
Paul Davis Restoration & Remodeling

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: Golkin Corp dba Paul Davis Restoration & Remodeling of Suburban VA

Preparer Name: Alexis Golkin **Date:** 11/4/2023

Who will be doing the work: ☒ **I plan to use subcontractors** ☐ **I plan to complete all work**

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: 706117 **Certification Date:** 9/30/2020

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement
Subcontract #1

Company Name: Prism Specialties of DC, MD & VA Metro **SBSD Cert #:** _____
Contact Name: Ronald Klatt **SBSD Certification:** _____
Contact Phone: (3 0 1) 9 5 5 - 0 8 8 5 **Contact Email:** claims.dcandmdmetro@prismspecialties.com
Value % or \$ (Initial Term): 5% **Contact Address:** 400 N. Wolcott Avenue Chicago, IL 60622
Description of Work: Documents, Art, Textiles, Electronics restoration

Subcontract #2

Company Name: Dryy **SBSD Cert #:** _____
Contact Name: Ken Sandy **SBSD Certification:** _____
Contact Phone: 202.599.9090 **Contact Email:** ken@dryydc.com
Value % or \$ (Initial Term): 5% **Contact Address:** 44710 CAPE COURT ASHBURN, VA 20147
Description of Work: Textile and electronics restoration

Subcontract #3

Company Name: The Conservation Center SBSB Cert #:
Contact Name: Maria Ochalek SBSB Certification:
Contact Phone: (312) 944-5401 Contact Email: info@theconservationcenter.com
Value % or \$ (Initial Term): 5% Contact Address: 400 N. Wolcott Avenue Chicago, IL 60622
Description of Work: antique and fine furniture, frames and gilding, murals, objects and sculpture, antique heirlooms, paintings, photographs, rare books, textiles, and works of art on paper

Subcontract #4

Company Name: Restronic SBSB Cert #:
Contact Name: Allan Albrecht SBSB Certification:
Contact Phone: 301-682-9887 Contact Email: restronicoffice@restronic.com
Value % or \$ (Initial Term): 5% Contact Address: 1539 Tilco Dr #113 Frederick, MD 21704
Description of Work: Electronics Restoration and Data Recovery

Subcontract #5

Company Name: SBSB Cert #:
Contact Name: SBSB Certification:
Contact Phone: Contact Email:
Value % or \$ (Initial Term): Contact Address:
Description of Work: