



Purchasing Department  
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<http://fiscal.gmu.edu/purchasing>

## STANDARD CONTRACT GMU-CM0905-23-03

This Contract entered on this 5<sup>th</sup> day of July, 2024 (Effective Date) by Bahen Inc. dba SERVPRO of Chesterfield hereinafter called “Contractor” (located at 1220 Deergrove Rd, Midlothian, VA 23112) 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 Time and Materials Commercial Pricing submitted in vendor proposal dated October 24, 2023 see pages 55-61.
- 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](mailto: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](mailto: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 February 24, 2024 (attached);
  - C. RFP No. GMU-CM0905-23, in its entirety (attached);
  - D. Contractor’s proposal dated October 24, 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](mailto: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](mailto: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.

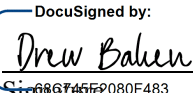
RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party 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.

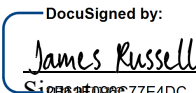
SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

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.

**Bahen Inc dba SERVPRO of Chesterfield**

DocuSigned by:  
  
Signature  
Name: Drew Bahen  
Title: Chief Strategy Officer  
Date: 7/15/2024

**George Mason University**

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



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

February 24, 2024

Mr. Drew Bahen  
Bahen Inc. Dba SERVPRO of Chesterfield  
Senior Executive – [drew@servproctn.com](mailto:drew@servproctn.com)  
1220 Deergrove Rd  
Midlothian, VA 23112

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

Dear Mr. Bahen:

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided for in Section XIV, B of the subject RFP. Therefore, we would appreciate your response to the following:

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? **When approaching this RFP, we calculated our pricing to provide the best service available at fair market value. The cost presented reflects what is required to deliver a fast, knowledgeable, and efficient response to any document emergencies that occur at GMU.**
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. **SERVPRO does not participate in Cost Plus pricing agreements.**
3. Do you have any minimum hourly requirements for jobs? For example, a 4-hour minimum per project. **SERVPRO does not institute any minimum time limits. In fact, our goals is to get your facility back in operation as quickly as possible. However, if dispatched to GMU and turned away upon arrival or in route, SERVPRO will require payment for crew hours and travel time.**
4. Can you provide any additional discounts based on total university spend? **SERVPRO will not be able to provide a discount based on the volume of work provided.**
5. If awarded a contract, do you acknowledge, agree and understand George Mason University cannot guarantee a minimum amount of business? **We understand that there is no guaranteed amount of work associated with this contract.**
6. Do you agree to sign Mason's Standard Contract (RFP Attachment B – Sample Contract) if awarded a contract? **Yes, we agree to the terms of Mason's Standard Contract and will be happy to sign.**

Please advise if you have any questions or need clarification before responding.

Regards,

Christopher Mullins

Christopher Mullins, VCO, CUPO

Sr. Buyer | Purchasing

[cmullin4@gmu.edu](mailto:cmullin4@gmu.edu)



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](mailto: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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- 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](http://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](mailto: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](mailto: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 10<sup>th</sup> 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 20<sup>th</sup> 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](mailto: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](http://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](mailto: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](mailto: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: \_\_\_\_\_

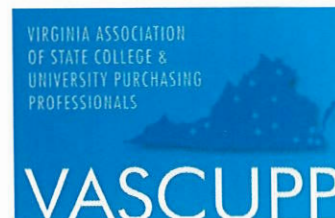
Title: \_\_\_\_\_

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](mailto: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:** Bahen Inc.

**Date:** 10/24/2024

**DBA:** SERVPRO of Chesterfield

**Address:** 1220 Deergrove Rd

Midlothian, VA 23112

**By:**   
Signature

**FEI/FIN No.** 54-1920619

**Name:** Drew Bahen

**Fax No.** \_\_\_\_\_

**Title:** Senior Executive

**Email:** dbahen@servproctn.com

**Telephone No.** 803-378-2323

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

**SWaM Certification Number:** 669812

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



## SERVPRO Bid Response

### Request for Proposals GMU-CM0905-23

Emergency Response Services for  
Collections, Stabilization and Recovery



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**Attached: Time & Material Rates**



### SERVPRO Team Bahen Executive Summary

Andrew and Theresa Bahen, the owners of SERVPRO Team Bahen have been working with commercial properties, homeowners, insurance companies and businesses to restore fire and water damaged property since 1985. With more than 38 years of experience in property restoration, SERVPRO of Richmond, Chesterfield, Henrico & Tri-Cities is one of the largest and most experienced disaster recovery companies located on the East Coast. The company consistently ranks in the top ten of more than 2,000 SERVPRO franchises nationwide.

SERVPRO created a Commercial Large Loss Division at the company headquarters in Gallatin, TN. The division was charged with establishing teams capable of providing restoration services to the commercial market after a significant fire or water damage. Extreme Disaster Recovery Teams consist of qualified franchises regularly called upon by facility managers, property managers and building owners to perform cleanup and restoration services. The teams have undergone comprehensive reviews of the company principals, company financials, credit lines, commercial project experience, capacity, manpower, equipment minimums, facility requirements, office personnel, systems and technology and other resources required to successfully service large commercial customers and complete complex projects. Only the highest experienced and qualified franchise owners in the SERVPRO system were selected to perform or assist less experienced franchises to complete large, high profile commercial projects. The Bahen franchise group is one of eleven Extreme Disaster Recovery Teams certified by the SERVPRO Commercial Large Loss Division.

SERVPRO" Team Bahen provides 24 Hour Emergency Response 365 days a year. Timely mitigation is key to minimizing damage, interruption of services and recovery costs. The company is headquartered in Midlothian, Virginia. Employees live in the community and all mitigation equipment is stored locally onsite in our warehouse. Because we are a local company, we remain available once a project is complete. We have developed strong working relationships with a network of franchise owners located throughout Virginia. Our company and employees contribute to the local and state economy. Payroll, sales, real estate, property tax etc. are a continued source of revenue for local municipalities and the Commonwealth of Virginia.



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.

As a leader in emergency response mitigation and restoration, SERVORO Team Bahen is fully capable and committed to 24 hour/7 days a week/356 day a year response to the needs of George Mason University.

- 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.

Fully staffed in-house crew. Multiple technicians and Project Managers on call 24/7/365. Our internal policy requires immediate response to any call, at any time of the day or week, to include all holidays.

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

Robust and experienced management staff to assign trained and experienced technicians and Project Managers to each project. Upper management oversight to ensure all requirements are being met.

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

Servpro Team Bahen has state of the art warehouse facilities and equipment required to complete any size project regarding this bid, small or large. Capability to scale up labor for extremely large jobs.

- 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.

All staff performing restoration and recovery services will be properly trained on handling, stabilizing, packing, transporting, treating and rehousing, labeling and tracking.

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

All Servpro employees complete various certification training provided by the IICRC.

- 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.

Servpro regularly works with subcontractors and without exception are always the main point of contact and manage the entire scope of the project, to include coordination of stabilization operations.

B: SERVICE RESPONSE REQUIREMENTS: Continued

- 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.

All employees complete various certification training provided by the IICRC.

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

All of our storage facilities are climate controlled and secured by a state of the art security and alarm system.

- 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.

Servpro uses a pack-out software that utilizes a barcode/numbered system. Any project involving inventory and/or packout uses this program. We have the capability to use a variety of containers and can accommodate any request for a specific type.

- 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.

Our Standard Operating Procedures include all aspects of a project. Including, but 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.

Each project will include daily progress reports from the Project Manager that includes any pertinent information from discussions, a recap of work performed, and a preview of plans for the following day. Project Manager will be on site while labor is performing job tasks to ensure timely accomplishment as well as quality control.

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

As noted, a Project Manager will be onsite supervision for the duration of the project and will do regular quality checks to ensure quality work and efficiency.

- n. Maintain consistent, professional, and responsive communication throughout the project.

Project Managers are available 24/7/365 for any and all types of communication.

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).

Our trained Project Manager will assess the scope of work immediately upon arriving at the job site. In addition, they will discuss any requests or specific needs that the Contract Administrator or their representative may have. An initial game plan will be created based off the scope and discussions with all involved parties within 24 hours of arrival. Plans will be communicated with all necessary parties prior to execution.

- 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.

The Project Manager will provide consultation and guidance on the levels of contamination or damage to the collections. Decisions will be made as to which processes to use, and the amount of effort required. We have direct access to experts if there are questionable items that need further assessment.

- 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.

Servpro will 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.

Servpro welcomes collaboration with clients to ensure we have their best interests in mind. We have the capability to separate emergency "rush" items. All items collected will be inventoried, per box, into our pack-out software for real time tracking.

- 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.

Fast response is essential in our industry, and we hold our staff to the highest standard possible. We have experience throughout our management staff who are well versed in making quick, logical decisions during an emergency.

- 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.

All collections will be handled with extreme care and follow proper protocols for packing and transporting all collectibles to an offsite location for stabilization and 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.

All materials will be removed and stabilized within 24 hours of the 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.

Servpro will 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.

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

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

Servpro will use proper protocols for packing all materials. Servpro will provide all materials necessary for proper packing and storage of collections.

- 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.

All materials that are packed and inventoried will be entered into a pack-out/inventory software that we use on all our projects. This inventory will provide real time tracking of the material's location and is tracked using a barcode system.

- 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. Our Standard Operating Procedures include all aspects of a project. Including, but not limited to planning, scheduling, cost projecting and accounting, establishing, and maintaining documentation and records, report preparation and quality control.

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

Servpro will provide environmentally controlled transportation for all affected collection items.

- n. 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.

Servpro has access to multiple facilities for freezer storage in the event the amount of material exceeds the drying capacity, which should be rare as we have a large capacity for items.

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.

**SERVPRO will create a scope of work for each job containing all necessary information.**

- 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.

**The facility is covered by a camera system. The camera covers all actions performed with the cleaning area.**

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

**Documents are deodorized using an ozone process. A third-party gamma radiation facility is used to sanitize documents. Soot removal is performed manually using dry chemical cleaning sponges.**

- 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.

**Drying is achieved via vacuum freeze drying only. There are moisture sensors used in conjunction with an operating program that monitors the drying. A final manual dry check is performed on all items to ensure completeness of the 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.

**SERVPRO will allow GMU staff to complete any portion of the job that they are able and willing to do.**

- 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.

**This is supported through our standard processes.**

- 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.

**This is supported through our standard processes.**

- 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.

**This is supported through our standard processes.**

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

- 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.

This is supported through our standard processes.

- 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)

Our process supports the drying of paper. We do not support the drying of digital recordings.

- 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.

This is supported through our standard processes.

- 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.

Our chamber runs on customized software that was specially designed to manage the drying process in an efficient manner. We would need to know what data is needed in order to provide it if requested.

- 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.

Contaminated items are quarantined until fully sanitized through a gamma radiation process. Sanitization service is performed by a third-party contractor.

- 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.)

We can support the drying of a wide variety of paper items. Books and files of all sizes can easily be supported. Our process does not support non-paper media.

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

- 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.

Items that fall into this category could be supported by a third-party vendor used by the drying chamber. We would need to be informed in advance by Mason if there were any services to be performed on high value items or special collection goods.

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. As long as we can identify where items originated from, we can meet this requirement.
- b. Use bar coding to manage the inventory, tracking, shipping, and shelving process to facilitate tracking and reporting.  
We utilize iCat Pack-out Inventory Management Software
- 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.  
The close out report will come as an itemized bill generated through Xactimate or a final summary of charges is SERVPRO proprietary Time & Materials pricing system.

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.

SERVPRO TEAM Bahen History

December 9, 2023, will be the 38th year anniversary of SERVPRO Team Bahen. Throughout that time, we have demonstrated that if you work hard, care for your employees and commit to customer service, good things will happen. The following is a chronological overview of how SERVPRO of Chesterfield has become one of the best restoration companies in the industry. Our founders, Andy and Theresa Bahen never finished college.

- Andy Bahen started working at the SERVPRO of Richmond Franchise as a technician in 1976 and worked his way up to Crew Chief position. He was there for 9 years.
- During that time, Andy met Theresa Cunningham and got married.
- They both took the risk of taking out a loan to purchase and create the SERVPRO of Chesterfield franchise in 1985– where they worked out of their home.
- Andy then hired their first employee Bobby Morgan, who still to this day has worked for SERVPRO of Chesterfield 38 years later and is our General Manager.
- 1 year later they got pregnant with Andrew Bahen Jr. Went on to have two more sons.
- They Purchased SERVPRO of Tri-Cities, Plus franchise in 1999.
- Since this time, they’ve gradually grown the business and moved in and out of 4-5 different buildings.
- Purchased SERVPRO of Richmond and SERVPRO of Henrico franchises in 2014.
- Went from running 1-2 crews to 5-7 crews and then up to 12 crews a day currently. (we could easily be running 20 crews!)
- September 2020, they purchased SERVPRO of Chesapeake North and South, SERVPRO of Hampton North, and SERVPRO of Elizabeth City/OBX
- February 2022, they purchased SERVPRO of Portsmouth and SERVPRO of Norfolk West
- Over 130 employees between both Chesterfield and Chesapeake locations
- 24 employees have been employed for 10+ years, 1/3 of the company have been employed for 5+ years
- In 2020 SERVPRO of Chesterfield ranked 9<sup>th</sup> out of almost 2000 SERVPRO franchises for revenue. Consistently ranking in Top 10
- In 2022 SERVPRO of Chesterfield ranked 6th out of 2000 SERVPRO franchises for total revenue.
- During the pandemic, uniquely, this business grew and never slowed down. Always hiring and continuing to grow rapidly.
- We are proud sponsors of many local organizations including: Richmond Flying Squirrels long time sponsor, The Official Restoration Partner of VCU Athletics, Sponsor of Richmond Kickers, Pavilion Sponsor for After Hours Concert Series, Salvation Army, etc. We also volunteer with Feed More food bank and meals on wheels program.

SERVPRO of Chesterfield is an award-winning cleanup and restoration company with more than 38 years of experience. Our highly trained teams respond 24/7, providing excellent service to homeowners, commercial properties, insurance companies, building owners, facility managers and property managers throughout Virginia. Awarded the SERVPRO® Franchise of The Year, SERVPRO® of Chesterfield is consistently recognized in the top ten of 2,000 plus national locations.

- a. Names, qualifications, and experience of personnel to be assigned to work with Mason.

Leading the team in charge of George Mason University will be three of our most senior executives, Drew Bahen, Thomas Bahen & Matt Duffy. With combined experience of over 54 years in the restoration industry, their specialized knowledge, backed by SERVPRO’s proven methodology of document stabilization and recovery will ensure the highest level of customer satisfaction. Each has achieved the following industry certifications: NADCA, AMRT- Applied Microbial Remediation, ASD- Applied Structural Drying, CDS- Commercial Drying Specialist, FSRT- Fire & Smoke Damage Restoration & WRT- Water Damage Restoration. This team will be backed by highly trained mitigation technicians, the number of team members required will be based on the scope of the work required. At no time will George Mason University be underserved by the team we have in place to address your restoration needs.



### SERVPRO REFERENCES

- 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.

David Gordon, VP of Capital Projects/Infrastructure  
Virginia Union University  
1500 North Lombardy Street  
Richmond, VA 23220  
804-257-5600  
[degordon@vu.edu](mailto:degordon@vu.edu)  
Length of Service 9 Years

Maria O'Callaghan-Cassidy, CFM, SFP  
Senior Associate Vice President of Campus Operations  
University of Richmond  
(804) 289-8624  
[mocallag@richmond.edu](mailto:mocallag@richmond.edu)  
Length of Service 8 Years

Carlos Spruill, Director of Facilities Management  
Norfolk State University  
700 Park Avenue  
Norfolk, VA 23504  
757-823-9545  
[cdspruill@nsu.edu](mailto:cdspruill@nsu.edu)  
Length of Service 2 Years

David Murdock, Facilities Manager  
Henrico County Public Schools  
3820 Nine Mile Rd  
Richmond, VA 23223  
804-349-3003  
[dmurdock@henrico.k12.va.us](mailto:dmurdock@henrico.k12.va.us)  
Length of Service 15 Years

2. 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.

### **Our Approach to Document Recovery**

As a leader in the cleanup and restoration industry, we at SERVPRO Team Bahen know that timely mitigation is the key to recovering your damaged possessions. This is particularly true for paper items that can sustain smoke, water and mold damage following a disaster. Books, photographs, and documents are some of the most valued contents in your home. Beginning the paper restoration process on these items as soon as possible is necessary so they won't be lost forever. Our technicians are trained to appropriately pack out all documents for transportation to the document restoration facility. Our document restoration team has training and experience in specialties, including photo restoration services, document freeze-drying and old document restoration. We use state-of-the-art technology to help restore your paper goods to as close to their pre-damaged condition as possible.

### **Steps to Document Recovery**

#### **Inventory**

We barcode every box using the iCat system, allowing us to know the location of any box in our facility at any time. All Documents will be inventoried at the location of the loss prior to packaging.

#### **Drying**

Process in which an item containing moisture is frozen and dried using various vacuums and pressures to achieve **sublimation**.

#### **Decontamination / Gamma**

High-energy photons are emitted from an isotope source (Cobalt 60) producing ionization (electron disruptions) throughout a product. In living cells, these disruptions result in damage to the DNA and other cellular structures. These photon-induced changes at the molecular level cause the death of the organism or render the organism incapable of reproduction. The gamma process does not create residuals or impart radioactivity in processed products. Gamma Irradiation is a process that is used for cleaning/disinfecting and decontaminating documents or other consumer goods.

In a CAT 3 situation (Sewage or Flood water) documents are not only deteriorating but are also infected with all types of bacteria. As you all know, in most storm situations you are dealing with CAT 3 water, therefore most of the affected documents that you will encounter will be contaminated; if this is the case then decontamination is always a must.

#### **Cleaning**

We will go through each box page by page to wipe down and remove dirt, soot, or other contaminants. We have 3 levels of cleaning based on the type of soiling, and how heavy it is.

#### **Deodorizing**

Many times, documents that have been affected will hold residual smells of contaminants, or mildew, and should be deodorized before being returned to your client.

#### **Digitizing**

With the new age of technology digitizing records and documents has become a standard practice in most industries. This eliminates the need to have massive file storage rooms and allows us to access records at the click of a button. If your file room was damaged by water, or smoke, and needed to be cleaned, dried, or decontaminated, digitizing might be a good choice to eliminate the need to have 100's or even 1000's of documents and records in storage.

#### **Certified Destruction**

Often, facilities will still have documents they no longer need to hold on to and would simply like to have them disposed of properly.

b. What, when and how services will be performed.

Based on the urgency and needs as dictated by GMU personnel and the exact services required, an assessment will be performed by a project manager and all necessary labor and equipment will be mobilized in a timely manner.

Proposed Pricing: Provide costs/pricing as outlined/required in Section XII COST OF SERVICES..



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## Document Recovery Services Retail Rate Sheet

### Processing:

■ Processing Fee:	\$ 13.00/cu. ft.
■ Document Supervisor	\$ 97.50/hour
■ Document Specialist	\$ 71.50/hour
■ Document Laborer	\$ 48.75/hour

### Materials:

- Job Specific Materials – Per SERVPRO® T&M rate sheet

### Specialty Services:

■ Vacuum Freeze Drying – <50 cu. ft.	\$ 68.25/cu. ft.
■ Vacuum Freeze Drying – 51-150 cu. ft.	\$ 63.70/cu. ft.
■ Vacuum Freeze Drying – 151-500 cu. ft.	\$ 59.15/cu. ft.
■ Vacuum Freeze Drying – >500 cu. ft.	Call for volume <u>price</u>
■ Vacuum Freeze Drying - Oversized Books	\$130.00/book
■ Gamma Radiation	\$ 39.00/cu. ft.
■ On-Site Cold Storage Fee	\$ 8.77/cu. ft./month
■ On-Site Storage Fee	\$ 6.50/cu. ft./month
■ File Retrieval	\$ 97.50 per occurrence
■ File Retrieval <u>From</u> Chamber	\$1,300.00 per occurrence
■ Certified Destruction	\$13.00/cu. ft.
■ Digitization	\$ 0.10 per side
■ Large Format Digitization	\$ 1.30 per side
■ Incineration	\$ 32.50/cu. ft.

### Document Cleaning - Water:

■ Water/Heavy Clean	\$314.41/ <u>cu.ft.</u>
■ Water/Medium Clean	\$162.40/ <u>cu.ft.</u>
■ Water/Light Clean	\$92.95/cu. ft.

### Document Cleaning - Fire:

■ Fire/Heavy Clean	\$388.15/ <u>cu.ft.</u>
■ Fire/Medium Clean	\$259.88/ <u>cu.ft.</u>
■ Fire/Light Clean	\$129.35/cu. ft.

Note: SERVPRO Time & Material pricing will be uploaded as supplemental document

5. In your proposal response please address the following:

a. Are you and/or your subcontractor currently involved in litigation with any party?

**We are not involved in any litigation.**

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.

**There are no investigations.**

c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

**There are no lawsuits to report.**

d. In the past ten (10) years has your firm's name changed?

**We have not changed our company name.**



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Thank you for your  
consideration!  
SERVPRO Team Bahen





# Time and Materials Commercial Pricing

## 804-378-2323

### Schedule A: Labor

#### Restoration Services (All subject to OT). See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Project Coordinator	\$145.00	\$160.00	Per Hour
Sr. Project Manager	\$125.00	\$140.00	Per Hour
Project Manager	\$110.00	\$130.00	Per Hour
Health & Safety Officer	\$90.00	\$100.00	Per Hour
Remediation Supervisor	\$87.00	\$110.00	Per Hour
Technical Specialist	\$85.00	\$107.00	Per Hour
Assistant Project Manager	\$85.00	\$105.00	Per Hour
Restoration Supervisor	\$80.00	\$90.00	Per Hour
Content Inventory Supervisor	\$70.00	\$79.50	Per Hour
Remediation Technician	\$69.00	\$82.00	Per Hour
CDL Driver	\$68.00	\$85.00	Per Hour
Restoration Technician	\$65.00	\$75.00	Per Hour
Resource Coordinator/Supply Supervisor	\$65.00	\$72.00	Per Hour
Skilled Labor	\$63.00	\$70.00	Per Hour
Project Clerical Administrator	\$57.00	\$60.00	Per Hour
General Labor	\$39.75	\$52.75	Per Hour
Management Fee * (See Page 11)	\$4.00	\$4.00	Per Hour
Project Consultant/Estimator ** (See Page 11)	\$100.00	\$100.00	Per Hour

#### Reconstruction Services (All subject to OT). See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Reconstruction Sr. Project Manager	\$130.00	\$150.00	Per Hour
Welder	\$128.00	\$135.00	Per Hour
Electrician	\$125.00	\$139.75	Per Hour
Roofer	\$120.00	\$167.50	Per Hour
HVAC Mechanical	\$120.00	\$148.25	Per Hour
Plumber	\$115.00	\$160.25	Per Hour
Reconstruction Superintendent	\$95.00	\$105.00	Per Hour
Carpenter/Framer	\$92.00	\$101.00	Per Hour
Drywall/Finisher	\$90.00	\$118.00	Per Hour
Brick Mason	\$78.00	\$90.00	Per Hour
Tile/Flooring Installer	\$78.00	\$87.50	Per Hour
Painter	\$77.00	\$85.00	Per Hour
Equipment Operator	\$76.00	\$90.00	Per Hour
Insulator	\$60.00	\$67.00	Per Hour

Schedule B: Consumables				
Consumables Description:	Rate:	Unit:	Concentrate:	Ready to Use:
Cleaning/Disinfectant				
All Surface Green Clean	\$3.63	Gallon		•
All Surface Green Clean	\$55.88	Gallon	•	
Benefect Decon 30	\$87.70	Gallon		•
Benefect Disinfectant	\$99.19	Gallon		•
Benefect Disinfectant Wipes	\$76.20	250 ct		•
BioBlast	\$139.71	Gallon	•	
BioBlast	\$13.91	Gallon		•
Bright-N-Neutral Cleaner	\$2.18	Gallon		•
Bright-N-Neutral Cleaner	\$40.52	Gallon	•	
Carpet and Upholstery Green Clean	\$5.20	Gallon		•
Carpet and Upholstery Green Clean	\$82.49	Gallon	•	
CitraSolvent	\$115.40	Gallon		•
Citrus Deodorizer, Water-Based	\$6.17	Gallon		•
Citrus Deodorizer, Water-Based	\$52.62	Gallon	•	
Coil Cleaner	\$21.77	Aerosol/Can		•
Concrobium® Disinfectant	\$70.16	Gallon		•
Defoamer	\$66.89	Gallon		•
Duct Sealer	\$95.20	Gallon		•
EASYDECON DF200	\$208.05	Kit		•
EnviroShield™ Odor and Stain Blocker (Clear/White)	\$381.02	5 Gallon Pail		•
Extreme Laundry Detergent	\$60.48	9 lb. pail		•
Extreme Laundry Detergent	\$209.99	35lb pail		•
Fire Star	\$79.95	Gallon	•	
Fire Star	\$10.04	Gallon		•
Flame Stop	\$99.55	Gallon		•
Furniture Polish	\$18.26	Aerosol/Can		•
Glass Cleaner, Multi-Purpose	\$8.95	Aerosol/Can		•
Glass Cleaner, Ready-To-Use	\$23.35	Gallon		•
Glass Cleaner, Super Concentrate	\$91.32	Gallon	•	
Heavy Duty Degreaser	\$3.75	Gallon		•
Heavy Duty Degreaser	\$40.52	Gallon	•	
Husky 815 HCD Disinfectant	\$139.71	Gallon		•
Industrial Cleaner	\$3.39	Gallon		•
Industrial Cleaner	\$54.67	Gallon	•	
Lemon Fresh Deodorizer	\$3.39	Gallon		•
Lemon Fresh Deodorizer	\$83.70	Gallon	•	
Lemon Oil Polish	\$70.64	Gallon		•
Liquid Emulsifier	\$53.34	Gallon	•	
Powdered Emulsifier	\$82.49	Gallon	•	
Pre-Spray & Traffic Lane Cleaner	\$4.48	Gallon		•
Pre-Spray & Traffic Lane Cleaner	\$71.49	Gallon	•	



## Schedule B: Consumables

Consumables Description:	Rate:	Unit:	Concentrate:	Ready to Use:
<u>Cleaning/Disinfectant (continued)</u>				
Rusticide	\$35.56	Quart		•
SERVPRO Green	\$27.58	Gallon	•	
SERVPRO Green	\$2.06	Gallon		•
SERVPRO Orange	\$54.43	Gallon	•	
SERVPRO Orange	\$3.39	Gallon		•
SERVPRO Orange Plus	\$73.79	Gallon	•	
SERVPRO Orange Plus	\$4.60	Gallon		•
ServprOXIDE	\$65.92	Gallon		•
Shampoo Super Concentrate	\$3.21	Gallon		•
Shampoo Super Concentrate	\$80.68	Gallon	•	
Smoke Deodorizer	\$147.93	Gallon	•	
Smoke Deodorizer	\$4.72	Gallon		•
Solvent Additive	\$110.07	Gallon	•	
Solvent Additive	\$6.89	Gallon		•
Sporicidin	\$76.08	Gallon		•
Stainless Steel Cleaner	\$16.21	Aerosol/Can		•
Stone and Porcelain Cleaner	\$45.60	Gallon	•	
Stone and Porcelain Cleaner	\$2.90	Gallon		•
Tile & Grout Cleaner	\$39.07	Gallon	•	
Tile & Grout Cleaner	\$2.42	Gallon		•
Ultra Content CleanER	\$67.25	Gallon	•	
Ultra Content CleanER	\$4.23	Gallon		•
Ultrasonic Cleaning Agent	\$58.67	Gallon	•	
Ultrasonic Cleaning Agent	\$3.63	Gallon		•
Upholstery/Draperies Solvent, Heatable	\$74.15	Gallon		•
Vanquish (Cannot be used in California)	\$63.38	Gallon	•	
Vanquish (Cannot be used in California)	\$1.21	Gallon		•
Wall and All Plus	\$62.90	Gallon	•	
Wall and All Plus	\$3.99	Gallon		•
Wall and All Surface Cleaner	\$54.19	Gallon	•	
Wall Rinse	\$56.85	Gallon	•	
Window Green Clean	\$25.16	Gallon		•
Wintergreen Deodorizer	\$65.08	Gallon	•	
Wintergreen Deodorizer	\$4.54	Gallon		•



Schedule B: Consumables		
Consumables Description:	Rate:	Unit:
<b><u>Containment</u></b>		
Eco Board Floor Protection 38" x 100' - Roll	\$147.45	Each
Floor Protection 15" x 1,100' - Roll	\$281.72	Each
Plastic Sheeting .31 mil - 12' x 400' - Roll	\$59.94	Each
Plastic Sheeting 4 mil - 20' x 100' - Roll	\$159.44	Each
Plastic Sheeting 6 mil - 20' x 100' - Roll	\$269.73	Each
Plastic Sheeting 6 mil - Fire Retardant 20' x 100' - Roll	\$396.80	Each
Plastic Sheeting Hangers - Blue	\$611.39	Case
<b><u>Contents</u></b>		
Box - Large	\$6.59	Each
Box - Legal Size (1.2 cubic feet)	\$7.19	Each
Box - Medium	\$5.69	Each
Box - Small	\$5.09	Each
Foam / Wood Blocks	\$83.92	Box
Moving Blankets	\$5.40	Each/Use
Packing Paper (26" x 24" - 140 ct - recycled)	\$47.93	Box/50lb
Tacky Mats 37" x 26" PAD/30	\$153.45	Each
Tarp (per square ft)	\$0.66	Each
Wrap - Bubble 12" x 125"	\$47.88	Roll
Wrap - Shrink 16" x 1500'	\$35.96	Roll
<b><u>Filters</u></b>		
Filter - Activated Carbon 500 cfm	\$85.43	Each
Filter - Air Scrubber 500 cfm - HEPA	\$277.16	Each
Filter - Air Scrubber 500 cfm - Secondary	\$20.09	Each
Filter - Air Scrubber 500 cfm - Prefilter	\$11.60	Each
Filter - Air Scrubber 1000 cfm - HEPA	\$299.70	Each
Filter - Air Scrubber 1000 cfm - Prefilter	\$10.67	Each
Filter - Air Scrubber 1000 cfm - Secondary	\$16.42	Each
Filter - Air Scrubber 2000 cfm - HEPA	\$393.90	Each
Filter - Air Scrubber 2000 cfm - Prefilter	\$7.55	Each
Filter - Air Scrubber 2000 cfm - Secondary per 12 pack	\$160.47	Each
Filter - Activated Carbon 2000 cfm	\$209.31	Each
Filter - Back Pak Vacuum Kit	\$40.52	Each
Filter - Desiccant Dehumidifier - 5000 cfm	\$16.66	Each
Filter - Refrigerant Dehumidifier - 754	\$37.76	Each
Filter - Upright Vacuum	\$4.20	Each
Filter - Wet/Dry Vacuum, non-HEPA	\$27.51	Each
Filter Material, Poly Rolled Medium	\$41.72	Box
Vacuum Cleaner Bags	\$21.10	Pak/10
Vacuum Cleaner Bags - Back Pack HEPA	\$43.16	Pak/10
Vacuum Cleaner Bags - Canister HEPA	\$30.57	Pak/6

## Schedule B: Consumables

Consumables Description:	Rate:	Unit:
<b>Miscellaneous/General</b>		
Carpet Protection Film 2' x 200'	\$95.66	Each
Cleaning Rags	\$7.13	Per lb.
Cleaning Towel	\$12.71	Dozen
Cleaning Towel (Microfiber)	\$53.95	Dozen
Cotton Mop Head	\$19.18	Each
Dusting Cloth - Masslin treated	\$63.90	50/Bag
Lay Flat (Roll - 250' x 14")	\$143.86	Each
Lay Flat (Roll - 500' x 33")	\$839.16	Each
Rayon Mop Head	\$22.23	Each
Shoe Covers	\$116.28	150/Case
Sponge Dry Clean	\$227.77	48/Case
Trash Bags - Contractor 3 mil	\$59.94	Box 50
Trash Bags - Environmental 6 mil	\$59.94	Box 20
Wall Zippers (2 pack)	\$36.56	Each
Zip Ties 14" - Industrial	\$25.83	Pak/20
Zip Ties 36" - Industrial	\$41.24	Pak/10
Zip Ties 48" - Industrial	\$55.44	Pak/10
<b>Safety</b>		
Gloves - Chemical Resistant	\$98.78	Dozen
Gloves - Leather Safety/Work	\$115.08	Dozen
Gloves - Nitrile/Latex	\$41.96	Box/100
Hearing Protection	\$29.37	20/box
Respirator - Full or Half Mask	\$30.00	Each
Respirator - N 95	\$7.50	Each
Respirator Cartridges - Ammonia	\$29.50	Each
Respirator Cartridges - Organic	\$27.50	Each
Safety Goggles (Chemical Splash)	\$22.66	Each
Safety Glasses	\$6.00	Each
Safety Vest/Hard Hat Combo	\$5.00	Each
Tyvek (Bio-Shield Coveralls)	\$23.98	Per Suit/Exchange
<b>Tapes/Adhesives</b>		
Spray Adhesives	\$28.25	Aerosol/Can
Tape - Caution 3" x 1000' HDX	\$19.70	Roll
Tape - Duct - 2" x 60 yds.	\$13.19	Roll
Tape - HVAC 2" x 50 yds.	\$25.17	Roll
Tape - Painter (Blue) 2" x 60yds.	\$15.78	Roll
Tape - Poly/Box - 2" x 109 yds.	\$9.75	Roll

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
<b><u>Air Mover/Compressor</u></b>		
Air Compressor - Portable	\$40.00	Each/Day
Air Mover - Axial	\$42.00	Each/Day
Air Mover - Carpet	\$30.00	Each/Day
Air Scrubber - 2000 cfm	\$165.00	Each/Day
Air Scrubber - 1000 cfm	\$128.00	Each/Day
Air Scrubber - 500 cfm	\$90.00	Each/Day
<b><u>Blast/Power Wash Units</u></b>		
Electrostatic Sprayer	\$125.00	Each/Day
Fogger/Macromist	\$60.00	Each/Day
Fogger/Thermal	\$140.00	Each/Day
Media Blasting Machine	\$475.00	Each/Day
Pressure Washer - Hot	\$180.00	Each/Day
<b><u>Cleaning/Vacuum Extraction</u></b>		
Canister HEPA Vac	\$125.00	Each/Day
Insulation Vacuum	\$357.50	Each/Day
Orbital Floor Machine	\$46.75	Each/Day
Portable Carpet Machine	\$357.50	Each/Day
Portable Dry Cleaning Machine	\$357.50	Each/Day
Portable Extractor	\$225.00	Each/Day
Portable Fuel Cells	\$27.50	Each/Day
Pump - Sump (Gas)	\$175.00	Each/Day
Pump - Trash (2" to 4")	\$150.00	Each/Day
Truck Mount Carpet/Extraction Machine	\$522.50	Each/Day
Rover Extraction Unit	\$220.00	Each/Day
Ultrasonic Cleaning Machine	\$412.50	Each/Day
Vacuum - Upright Vacuum Cleaner	\$26.25	Each/Day
Vacuum - Back Pack, HEPA	\$85.00	Each/Day
Vacuum - Wet/Dry	\$55.00	Each/Day
Vapor Shark	\$84.15	Each/Day
<b><u>Drying Equipment</u></b>		
Camera - Infrared/Thermal Imaging	\$150.00	Each/Day
Dehumidifier - Large Commercial (76 and over PPD)	\$150.00	Each/Day
Dehumidifier - Medium Commercial (75 and under PPD)	\$125.00	Each/Day
Desiccant - 1,000 cfm	\$795.00	Each/Day
Desiccant - 3,000 cfm	\$1,350.00	Each/Day
Desiccant - 5,000 cfm	\$1,775.00	Each/Day
Desiccant - 7,500 cfm	\$2,150.00	Each/Day
Desiccant - 10,000 cfm	\$2,775.00	Each/Day
Desiccant - 15,000 cfm	\$4,400.00	Each/Day
5000 cfm Desiccant Package Unit (**)	\$2,860.00	Each/Day
Desiccant Door Kit - Total/one time charge	\$350.00	Per Opening
Dry Force Injectidry (Wall Cavity)	\$145.00	Each/Day
DX Unit - 1 Ton	\$302.50	Each/Day
DX Unit - 10 Ton	\$1,100.00	Each/Day
DX Unit - 25 Ton	\$1,375.00	Each/Day
Flex Duct	\$27.50	Each/Day
Temporary Heat: 150k-200k BTU	\$825.00	Each/Day
Temporary Heat: 200k-300k BTU	\$1,155.00	Each/Day
Temporary Heat: 300k-450k BTU	\$1,375.00	Each/Day

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
<b><u>HVAC</u></b>		
HVAC Cleaning Package (**)	\$616.00	Each/Day
Video Inspection	\$300.00	Each/Day
<b><u>Odor Control</u></b>		
Airless Sprayer	\$125.00	Each/Day
Hydroxyl	\$220.00	Each/Day
Ozone Generator - Activated Oxygen	\$132.00	Each/Day
<b><u>Power</u></b>		
Cable - 100 ft.	\$38.50	Each/Day
Cable - 50 ft.	\$30.25	Each/Day
Cable Ramps	\$17.55	Each/Day
Generator Cable - 5 Band	\$82.50	Each/Day
Generator - 20kW	\$410.00	Each/Day
Generator - 36kW	\$599.50	Each/Day
Generator - 50kW	\$797.50	Each/Day
Generator - 100kW	\$915.00	Each/Day
Generator - 150kW	\$1,100.00	Each/Day
Generator - 200kW	\$1,300.00	Each/Day
Generator - 300kW	\$1,550.00	Each/Day
Generator - 500kW	\$2,600.00	Each/Day
Generator - 1,000kW	\$5,500.00	Each/Day
Generator - Portable	\$175.00	Each/Day
Power Distribution, 100-200 Amp	\$143.00	Each/Day
Spider Box (With Cable)	\$75.00	Each/Day
<b><u>Safety/Site Services</u></b>		
DocuSketch™ or Matterport™ Imaging Cameras	\$300.00	Each/Day
Demo Carts	\$20.00	Each/Day
Floor Scraper - Electric	\$125.00	Each/Day
Lighting - 100' String Lights	\$25.00	Each/Day
Lighting - 50' String Lights	\$16.00	Each/Day
Lighting - Demo Lights	\$25.00	Each/Day
Lighting - Tower Mobile	\$155.00	Each/Day
Lighting - Wobbles	\$43.50	Each/Day
Lock-Out/Tag-Out Kit	\$25.00	Each/Day
Personal Fall Protection (With Lanyard)	\$12.00	Each/Day
Scaffolding, Bakers (Per Section)	\$42.50	Each/Day
<b><u>Trailers/Vehicles</u></b>		
Golf Cart/Gator	\$50.00	Each/Day
Vehicle - Auto/Pick-up	\$125.00	Each/Day
Vehicle - Box Truck	\$175.00	Each/Day
Vehicle - Cargo/Passenger Van	\$125.00	Each/Day
Vehicle - Mobile Command Center	\$500.00	Each/Day
Vehicle - Onsite Recovery Trailer (53')	\$300.00	Each/Day
Vehicle - Semi-Tractor	\$350.00	Each/Day
Vehicle - Trailer	\$125.00	Each/Day

Schedule C: Equipment			
Small Tools (See page 9)			
Adjustable Wrenches/Pliers	Extension Cords	Mobile Office Equipment (Laptops, Monitors, Printers, Scanners, Tablets, etc.)	Smocks, Vests and T-Shirts
Bar - Flat Pry	Fire Extinguishers		Spray Bottles/Triggers
Barrel Pumps	First Aid Kits		Squeegees
Blades (Replacements)	Flash Lights	Moisture Meters	Staple Guns
Bolt Cutters	Fuel Cans	Mop Buckets, Handles and Wringers	Tables
Brooms	Funnels	O2 Meters	Tape Gun
Brushes (All types)	Gang Boxes	Pallet Jacks (All types)	Thermo Hygrometer
Buckets (All types)	Generator Aux. Adapter	Power Hand Tools	Tool Box
Bulbs (Replacements)	GFI Scraper	Pump Sprayers (All types)	Tool Kit (Mechanical)
Cell Phones	Hammers	Putty Knife	Trash Barrel
Chains/Locks	Hand Sanitizer	Repair Kit - Hose, Airless, Electric	Two Way or Portable Radios, Communication Devices
Chain Saws	Hog Rings	Rope 50" (Nylon, Hemp)	
Chairs	Ice Chests	Roto Zips	Unger Poles
Chalk/Chalk Line	Inventory Tags	Sanders	Utility Knives
Demo Tools	Ladders (All sizes)	Saws (All types)	Wheelbarrows
Dolly/Hand Truck	Laundry cost for reuse of rags will be paid at cost plus 10%.	Screw Drivers	
Drills/Drill Bit Set		Scrapers	
Electric Heaters < 15kw		Shovels	

### Labor Conditions:

**Labor Classifications and Rates** – listed on Page 1 apply to personnel engaged to provide services. Whether regular full-time employees of SERVPRO franchisees, temporary labor engaged directly by SERVPRO franchises or personnel secured through a labor service or vendor source. We reserve the right to revise any of the rates herein upon written notice when the project is affected by market conditions beyond our control and/or availability, during large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes.

**Standard Rates** – the rates on Page 1 are “standard rates” and apply during a standard 8-hour work day, Monday through Friday. Donning and doffing PPE and any necessary personnel decontamination will be charged actual time.

**Overtime Rates** – will be billed for all labor classifications at the rate of 1.5 times the standard rate per hour for work performed on the same project in excess of 40 hours per week, or 8 hours per day and on weekends, as required by applicable law. Hours worked by personnel on the following holidays will be charged at 2 times the standard rate: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. If a state or local authority imposes more stringent overtime requirements, including holidays, those will apply. Other than performing Emergency Services, overtime must have adjuster approval.

**Mobilization/Travel** – time for all personnel including, without limitation, managers, crew, labor subcontractors and other subcontractors will be billed portal to portal (office/warehouse to job site and return) at the rates set forth above. With a strong nationwide network, we will attempt to mobilize qualified personnel and equipment as near to the loss site as we can. Client is also responsible for the mobilization and return costs of vehicles, equipment and trailers over 75 miles one way.

**Stand-by** – When circumstances beyond our control require personnel and/or equipment to be delayed from beginning or continuing work, the rates herein per hour will be charged for personnel and equipment, with a minimum of 6 hours for personnel, and all labor associated fees will apply.

**Prime Area Labor Rates** – will be applied to projects within 75 miles from the center of the following areas: Chicago, Minneapolis, New York City, Washington, D.C. and within the entire states of Alaska, California, Colorado, Hawaii, Oregon, Washington and U.S. Territories. Prime Area Labor Rates may also apply during large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes. Where labor availability is compromised and/or due to market conditions beyond our control. In the event where the above Prime Area Labor Rates are applied. The client will be notified in writing immediately.

**Prevailing and Union Wages** – Labor is subject to prevailing wage, unionized labor and extraordinary local labor conditions. In such events, General Labor will be charged at presented invoice plus 35% or standard labor rate, whichever is greater.

**Small Tools Charge** – of 3% applies to all labor of Supervisor and below that are assigned to the project full time and includes all listed items on Page 8.

**Subcontracted General Labor** – includes outside labor services provided as needed for the scope of the project and will be charged at the rates above, plus all other applicable labor billable items including, but not limited to, per diem, small tools, vehicles, mileage, lodging, as set forth herein and as applicable to the project.

**Specialty and Licensed Trades** – include but are not limited to electrical, plumbing, mechanical, roofers, engineers, architects, and other specialty trades, and will be charged at presented invoice plus 10% overhead and 10% profit.

**Safety officers** – shall be charged as needed for the project and upon notification to client.

### Restoration Services Labor Descriptions:

**Project Coordinator** – coordinates activities and assignments of designated projects to ensure that goals and objectives specified for the projects are accomplished. **Job Responsibility Examples:** Ensure Corporate Reporting (CLLD); Review Project Burn Reports; Review status of jobs in progress; inspect all projects in progress; assist with project scope and estimate as necessary; meet with Adjuster/Consultant/Insured to review progress and provide dispute resolution and job site inspections and all appropriate permits are in place, if applicable.

**Sr. Project Manager** – for extremely large projects requiring multiple Project Managers, a Senior Project Manager draws communication responsibilities with the materially interested parties away from the PMs, so they can better focus on task completion and documentation of their assigned project. **Job Responsibility Examples:** Job site inspection; prepare daily work orders; morning meeting with PM's; oversee morning line-up; meeting with Project Clerical Administrator to review previous days paperwork and ensure insurance company receives proper documentation; meeting with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete daily checklist and job diary; review end of shift paperwork with APM for accuracy; daily meeting with PC; and ensures daily reporting to all stakeholders.

**Project Manager** – directs all operations of a designated project and provides the primary single point of contact for all materially interested parties. The PM is accountable for the project's execution and completion. **Job Responsibility Examples:** Jobsite inspection; prepare Daily Work Orders; morning meeting with APM, HSO & RC; oversee morning line-up; meet with Project Clerical Administrator to review previous day's paperwork and ensure insurance company receives proper documentation; meet with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete Daily Checklist and Job Diary; review end-of-shift paperwork with APM for accuracy; daily meeting with PC and ensures daily reporting to all stakeholders.

**Health & Safety Officer** – identifies, evaluates, and implements policy and procedures that affect health and safety aspects for all personnel on the jobsite. **Job Responsibility Examples:** Morning meeting with PM; morning Safety Meeting at line-up; continuous site inspections for safety infractions; ensure all safety boards are in place and satisfy all SERVPRO standards; incident reports as necessary; OSHA inspections as necessary; job site safety training, as necessary.

**Remediation Supervisor** – supervises the General Laborers (GL) to maintain quality production but does not participate in the physical completion of tasks, other than training and coaching the General Laborers performing the work.

**Technical Specialist** – handles specific specialty restoration services or tasks, such as thermal imaging or 3D geospatial scans of a structure and is a technical advisor in specialty restoration services.

**Assistant Project Manager** – executes the production plan (based on work orders and the direction of the Project Manager) by coordinating Restoration Supervisors (RS) and labor while assuring safety compliance and quality of production. **Job Responsibility Examples:** Job site inspection with PM; morning meeting with Restoration Supervisors; issue Daily Work Orders; morning line-up; on-going quality inspections; end-of-shift meeting with Restoration Supervisors; collect daily paperwork and review for accuracy; review end-of-shift paperwork with PM.

### Restoration Services Labor Descriptions:

**Restoration Supervisor** – supervises all labor classifications to ensure quality production but does not participate in the physical completion of tasks, other than training and coaching the those performing the work.

**Content Inventory Supervisor** – is responsible for tracking and documenting all aspects of the contents handling and processing on a project. This supervisor will manage teams within the structure/project and audit documentation and reports and provide them on a daily basis for the project file.

**Remediation Technician** – performs skilled production tasks and has training to work in specialized environments which may require additional PPE, safety gear. and communication techniques.

**CDL Driver** – is responsible for transportation involving vehicles that require CDL license.

**Restoration Technician** – performs skilled restoration tasks.

**Resource Coordinator/Supply Supervisor** – identifies, negotiates and secures needed resources including labor, equipment, and subcontractors. **Job Responsibility Examples:** Morning meeting with PM; purchase subcontractor services as requested by PM; issue purchase orders as requested by PM; oversee subcontractor services; general site services oversight; evening meeting to review daily paperwork with PM.

**Skilled Labor** – has developed expertise through project experience such as boarding up structures, the building temporary walls, erecting containment, and making precision cuts to building materials. This may also include the operation of specialty equipment (i.e. power tools, forklifts, and specialty restoration equipment) and work performed at high risk or height and providing specialized content packing and handling.

**Project Clerical Administrator** – collects, compiles and validates all documentation and financial information for the project. **Job Responsibility Examples:** attending the morning meeting with PM to review previous day's paperwork; data entry for all paperwork into Time and Materials Management (T&M) Software; reconcile invoices to tickets.

**General Labor** – perform labor tasks and are capable of using basic hand tools.

**Management Fee** – is charged for supervising and training labor provided by the customers employee pool. At times we are asked or required to utilize the customers employees to utilize certain task and this fee is a per employee supervisor fee.

**Project Consultant/Estimator** – may be billed at the request or the invitation of a customer/client to provide consulting services, including detailed estimates on third party projects.



### Consumables Conditions:

Client will be notified of non-scheduled consumables needed for the project, which will be charged at presented invoice plus 10% overhead and 10% profit.

We may add additional consumables, materials and corresponding rates to this schedule as needed for individual projects upon written notice which will be charged at presented Invoice plus 10% overhead and 10 % profit.

### Equipment Conditions:

**Daily Rate** – is charged for each calendar day equipment is utilized on a project, whether partial or full day.

**Quick Pay Discount** – for full payment made within 30 days of invoice applies as follows:

- Weekly rate of the first 5 consecutive days of the same week (no charge for last 2 days), and
- Monthly rate of 3 consecutive weeks (**21 Days**) of a monthly period (no charge for the fourth/last week).

**Vendors** – for on-site services, such as fencing, porta johns, dumpsters and office trailers will be charged at presented invoice plus 10% overhead and 10% profit.

**Generators** – will have a minimum charge of 1 daily rate plus all costs incurred if power is restored upon or prior to arrival, or client cancels generator order. Service Provider makes no guarantee on timelines for generator availability during a catastrophic event or other circumstances beyond our control.

**Fuel** – scheduled prices do not include fuel or fuel delivery, which will be charged at presented invoice plus 10% overhead and 10% profit.

**Ordered, Purchased and Unscheduled (additional) Equipment** – Client will be notified of any additional equipment needed for the project and rented from third parties or purchased, which will be charged at presented invoice plus 10% overhead and 10% profit, with minimum of 1 day rental, plus any related charges including, without limitation, transportation and fuel as set forth herein.

**Equipment Transportation** – will be billed for delivery to project site and return by 3rd party vendors at presented invoice plus 10% overhead and 10% profit. Transportation provided by Service Provider staff will be invoiced at scheduled rates herein.

**\*\*Desiccant Package Unit** – 5k Desiccant, 150kW Generator, Fuel Cell, Trailer, Distro Panel, Flex Duct/1 set, Power Cables/1 set.

**\*\*HVAC Cleaning Package** – Negative Air Machine, Compressor, Portable Cleaner, and WIP Kit.

**CAT - Off-Site Logistical/Mobilization Support** – services include, without limitation, off-site management, mobilization of project office, communication support, specialty office equipment/supplies, technicians, administrative support staff, other costs of project support and administrative allowances that support field operations before and after the project start/completion date, which will be billed at 3% of the total charges for the project, excluding only reimbursables expenses, subcontractor invoices and third party vendor invoices. This should only be considered in a large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes. Written approval from the client and Servpro Industries Commercial Large Loss Division is required.

### General Conditions:

**Mobilization/Travel** – for projects over 75 miles one way will be charged to project and return as follows: hotel at presented invoice; per diem at \$60 per person per day; rented vehicles at presented invoice; airfare at presented invoice; transportation for equipment and materials utilized for the benefit of the project at presented invoice; meals for general labor at cost. All of the above will be charged at presented invoice plus 10% overhead and 10% profit.

**Taxes** – the rates herein are exclusive of federal, state and local sales, use or similar taxes, which will be separately itemized in the invoice and paid by Client.

**Permits** – the rates herein do not include permit costs and fees, which will be billed with 10% overhead and 10% profit added.

**Bonding** – may be applicable upon mutual agreement and will be invoiced at 5% of project.

**Other Servpro franchisees** – Client acknowledges and agrees that other Servpro franchisees may be utilized to provide necessary services; provided, however, the undersigned Provider shall be responsible for their performance and shall make payment once received from Client.

**Scope** – Upon arrival on site, Provider will assess the loss and begin Emergency Services, which are those needed, recommended and approved to stabilize the environment/property and help prevent additional damage. Service Provider will use best efforts to communicate a preliminary scope within 72 to 96 hours after on-site arrival, subject to supplements, revisions and change orders as circumstances and later discoveries indicate.

**Invoices** – will be submitted periodically for work that has been performed on larger projects as mutually agreed. The final invoice shall be submitted within 30 days of project completion, unless delayed by events beyond our control. All invoices are due and payable upon receipt and will be deemed late 30 days after receipt. If there are any disputed charges on any invoices, these must be clearly identified in writing within 30 days of receipt of invoice; provided, however, that any amounts not disputed in good faith must be paid within 30 days of receipt of invoice. Both parties shall use best efforts to resolve any such disputed amounts within 30 days after written notice. Interest charges will begin to accrue after 30 days of receipt of invoice for undisputed amounts and 90 days for such disputed amounts at the rate of 1% per month or the maximum amount allowed by law, whichever is lower. Client agrees to pay Service Provider's attorney's fees for cost of collections.

**Date:**

<b>Client's Signature:</b>	<b>Provider's Signature:</b>
<b>Client Printed Name:</b>	<b>Franchise Legal Name:</b>
<b>Project Address:</b>	<b>d/b/a SERVPRO® of:</b>
<b>City, State and Zip:</b>	
<i>Provider is an independently owned and operated SERVPRO franchise.</i>	

**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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Bahen Inc. dba Servpro of Chesterfield

**Preparer Name:** Drew Bahen **Date:** 10/24/2024

**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: \_\_\_\_\_