



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

STANDARD CONTRACT GMU-CM0905-23-04

This Contract entered on this 5th day of July, 2024 (Effective Date) by BELFOR USA Group, Inc. DBA BELFOR Property Restoration hereinafter called “Contractor” (located at 185 Oakland Avenue, Suite 150 Birmingham, MI 48009) 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 Belfor's 2022 Rate Schedule submitted in vendor proposal dated November 7, 2024 see page 55-59.
- V. **CONTRACT ADMINISTRATION:** Amy Sullivan shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed Contract;
 - B. Negotiation Responses dated February 23, 2024 (attached);
 - C. Negotiated Exceptions dated June 5, 2024 (attached);
 - D. RFP No. GMU-CM0905-23, in its entirety (attached);
 - E. Contractor’s proposal dated November 7, 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 without such consent is void. Contractor may utilize any subcontractor after authorization by the university in connection with providing the Services; provided that

Contractor's use of any subcontractor shall in no way relieve Contractor of any of its obligations or liabilities under this Contract.

- 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: Either party may 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, except for payment for services already performed, 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: As determined by a Virginia Court, the Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:

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

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

- V. FORCE MAJEURE: Mason and the Contractor 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 industry standard 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.

BELFOR USA Group, Inc.
DBA BELFOR Property Restoration

DocuSigned by:

Rachel Manos

Signature ID: E7FE441...

Name: Rachel Manos

Title: General Counsel

Date: 7/16/2024

George Mason University

DocuSigned by:

James Russell

Signature ID: 7E4DC...

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 23, 2024

Mr. Chris Jones
BELFOR Property Restoration
CFO – kent.gaines@us.belfor.com
185 Oakland Avenue, Suite 150
Birmingham, MI 48009

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

Dear Mr. Jones:

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? **No.**
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. **No.**
3. Do you have any minimum hourly requirements for jobs? For example, a 4-hour minimum per project. **No.**
4. Can you provide any additional discounts based on total university spend? **No.**
5. If awarded a contract, do you acknowledge, agree and understand George Mason University cannot guarantee a minimum amount of business? **Yes.**
6. Do you agree to sign Mason's Standard Contract (RFP Attachment B – Sample Contract) if awarded a contract? **Yes, subject to the incorporation of the attached exceptions. BELFOR is open to discussing and working towards mutually agreeable terms for the items referenced in the attached exceptions document.**

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

George Mason University – GMU-CM0905

Emergency Response Services for Collections Stabilizations and Recovery

Doc./Page	Section	Description
Attachment B – Sample Contract	Section X.D - Assignment	<p>Please modify this paragraph as follows:</p> <p>Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties’ prior written consent. Any attempted assignment without such consent is void. Contractor may utilize any subcontractor after authorization by the university in connection with providing the Services; provided that Contractor’s use of any subcontractor shall in no way relieve Contractor of any of its obligations or liabilities under this Contract.</p>
Attachment B – Sample Contract	Section X.I – Cancellation of Contract	<p>Please modify this paragraph as follows:</p> <p>Either party may 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, except for payment for services already performed, 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.</p>
Attachment B – Sample Contract	Section X.J.2(b) & (c) – Changes To The Contract	<p>Please modify these paragraphs as follows:</p> <p>b. By agreeing upon a unit price or using a unit price set forth in the contract the work to be done can be expressed in units, and the contractor accounts 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</p> <p>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</p>

Commented [CSM1]: Requested addition to requested language.

Commented [CSM2]: Accepted changes.

Commented [CSM3]: Rejected: please advise if Belfor can accept language as is?

George Mason University – GMU-CM0905		
Emergency Response Services for Collections Stabilizations and Recovery		
		shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.
Attachment B – Sample Contract	Section L – Collection and Attorney Fees	<div> Please modify this paragraph as follows: <div> As determined by a Virginia Court, 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. <div>Commented [CSM4]: Accepted</div> </div> </div>
Attachment B – Sample Contract	Section X.P.3 – Continuity of Services	<div> Please modify this paragraph as follows: <div> 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. <div>Commented [CSM5]: Cannot approve removal of pre-approval. Vendor must have a PO before work begins. Language will need to remain unchanged.</div> </div> </div>
Attachment B – Sample Contract	Section X.V – Force Majeure	<div> Please modify this paragraph as follows: <div> Mason and Contractor shall be excused from any and all liability for failure to perform or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of that party, 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. <div>Commented [CSM6]: Accepted</div> </div> </div>
Attachment B – Sample Contract	Section X.Y. - Indemnification	<div> Please modify this paragraph as follows: <div> 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. <div>Commented [CSM7]: Rejected does Belfor agree to language as is?</div> </div> </div>

George Mason University – GMU-CM0905

Emergency Response Services for Collections Stabilizations and Recovery

Attachment B – Sample Contract	Section X.MM - Subcontracts	<p>Please modify this paragraph as follows:</p> <p>No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some portion 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.</p>
Attachment B – Sample Contract	Section X.PP	<p>Please modify this paragraph as follows:</p> <p>Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with industry standard 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.</p>
Attachment B – Sample Contract	Section X.TT	<p>Please add the following paragraph:</p>

Commented [CSM8]: Rejected Sub contractors must be approved by Mason in writing.

Commented [CSM9]: GMU must approve subcontractors

Commented [CSM10]: Accepted

Commented [CSM11]: Additional Language Rejected



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



REQUEST FOR PROPOSALS GMU-CM0905-23

ISSUE DATE: October 4, 2023

TITLE: Emergency Response Services for Collections Stabilization and Recovery

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

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

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

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____
Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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GMU-CM0905-23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. SERVICE RESPONSE REQUIREMENTS:

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

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

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

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

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

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

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

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

5. Cost Estimate: If the Contract Administrator determines that the estimated cost is not fair and reasonable, Mason has the right to ask the Contractor to re-evaluate the estimate. An eVA Purchase Order will be issued to the Contractor as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract.

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

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

2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

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

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

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

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

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

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

XVIII. RFP SCHEDULE (Subject to Change):

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-xxxx-2x

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REDACTED VERSION

November 8, 2023

George Mason University



Proposal Response for:

GMU-CM0905-23 Emergency Response Services for
Collections Stabilization and Recovery

Prepared by:



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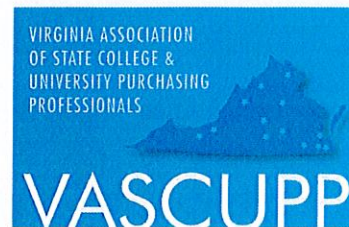


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Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
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<http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-CM0905-23

ISSUE DATE: October 4, 2023

TITLE: Emergency Response Services for Collections Stabilization and Recovery

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

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

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

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

Name and Address of Firm:

Legal Name: BELFOR USA Group, Inc.

Date: November 7, 2023

DBA: BELFOR Property Restoration

Address: 185 Oakland Avenue, Suite 150

By: 
Signature

Birmingham, MI 48009

Name: Chris Jones

FEI/FIN No. 84-1309171

Title: CFO

Fax No. 248.594.0464

Telephone No. 248.594.1144

Email: kent.gaines@us.belfor.com

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

SWaM Certification Number: N/A

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.



Executive Summary

Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages, signed by an authorized executive.

BELFOR understands the importance of maintaining the structures and contents of Virginia's largest public research university. GMU's many research facilities required protection of the valuable contents they house. BELFOR is familiar with these structures and has performed mitigation and restoration services in GMU's libraries, museums, labs, and more for over 15 years.

- **EXPERTISE IN DISASTER RESTORATION**

Our Technical Services team has extensive expertise in vital records & special collections

- ✓ BELFOR is the technical leader in property damage restoration and has been providing Vital Record Recovery services since 1993. BELFOR's Technical Services Division has developed several proprietary products and superior methods for restoring vital records, historical and archival items.
- ✓ Every imaginable type of vital record, books and special collection has been restored by our Technical Services Division. BELFOR teams provide immediate emergency mitigation services, including security, pack-out, inventory and freezing of affected materials, as well as stabilization of the environment.

- **PROVEN EMERGENCY RESPONSE TO GMU**

BELFOR's Sterling VA office has successfully performed many projects over the last 15+ years for George Mason University and several other area colleges and universities.

- ✓ BELFOR Sterling is a well-established and provisioned office of full-time disaster recovery professionals trained in immediate mitigation, stabilization and protection of critical contents.
- ✓ Our comprehensive service line enables us to secure the property, address safety issues, pressurize buildings, and deploy dehumidification and temporary temperature control measures to quickly stabilize critical environments.
- ✓ We understand what to handle, how to handle it, and when to consult with the preservation professionals for additional guidance on appropriate packing and stabilization methods.



- **VAST PERSONNEL AND EQUIPMENT RESOURCES**

Has extensive resources and specially trained personnel to mitigate and restore any loss, whether natural or man-made.

- ✓ Located just 15 miles from campus, BELFOR's Sterling office is well-staffed and fully equipped to respond quickly to any loss event at George Mason University. Should additional support ever be needed for large, technical or area-wide emergencies, nearby BELFOR Offices in Beltsville, MD, Baltimore MD, Richmond VA and Newark, DE are mobilized and prepared to help the Sterling office.
- ✓ By scaling up quickly with additional resources from around the region, then around the continent and other countries, a large number of restoration projects can be performed simultaneously in the Fairfax area if needed. Our ability to scale up and deploy a vast arsenal of personnel, equipment and scarce resources is unequalled in the industry.
- ✓ BELFOR owns the largest fleet of restoration and dehumidification equipment in North America, including a fleet of fifty mobile warehouses that can be transported to wherever additional resources are needed.
- ✓ We maintain strong partnerships with several national equipment and supply companies, including Lowe's, Sunbelt and Aggreko. Our agreement with Aggreko - the largest supplier of dehumidifiers, power generation and temporary temperature control equipment in the world - gives BELFOR immediate access to a large arsenal of auxiliary and specialty equipment.
- ✓ BELFOR employs over 3,500 full time restoration professionals in North America. There are approximately 30 vital records treatment personnel and over 150 employees trained in various aspects of retrieval and mitigation of vital records.

We look forward to a successful continued partnership with GMU. Thank you for this opportunity!

Sincerely,

A handwritten signature in blue ink that reads "Chris Jones". The signature is fluid and cursive, with the first name "Chris" being more prominent than the last name "Jones".

Chris Jones, CFO



Qualifications and Experience

Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:

Company Overview & History

BELFOR is the technical services leader in disaster recovery and property restoration, as well as a General Contractor, offering the most extensive network of resources for institutional losses in the industry.

Founded in 1946, BELFOR has restored and repaired almost every type of structure imaginable. Every year since 2020, BELFOR has performed over 68,000 restoration projects in North America and over 159,000 worldwide. Regardless of the peril or extent of damage, there is no doubt someone in the company who has experienced a similar scenario who can assist or lead the project.

Distribution

With 121 offices in the U.S., 43 in Canada and over 450 around the world, BELFOR teams are able to respond immediately in almost every major market in North America and many around the world.

Privately Held

All locations are wholly-owned by BELFOR USA Ltd.; there are no franchise locations. This allows us to control quality and consistency of services nationwide and to mobilize resources effectively during area-wide disasters.

Personnel

With over 3,500 full-time employees in North America and 9,500+ worldwide, BELFOR brings an abundance of talent and ability unequalled in our industry. The experience we bring to each project represents true value to our clients.

Equipment

BELFOR owns the largest fleet of restoration equipment in North America. Extensive equipment inventories in all of our North American locations enable us to respond effectively in local communities around the continent.

For large losses and area-wide disasters, BELFOR has strategically developed a mobile fleet of response vehicles that can be deployed anywhere. Mobile response vehicles include:

- 75 Mobile Warehouses – 53' tractor-trailers full of auxiliary drying equipment
- 14 tractor-trailers (in addition to hundreds of smaller trucks and vans) which may be dispatched for document transportation services
- 6 diesel-powered refrigerated trailers for freezing books and documents



- 7 Mobile Vacuum Freeze Drying Chambers – for on-site vital records recovery
- 4 Mobile 18,000 CFM HEPA Filtration Trailers
- 2 Mobile Electronics Restoration Labs
- 2 Mobile Command Centers – May be dispatched for catastrophe operations. Each generates their own power and has dedicated satellite towers and dishes, 32 workstations, computer systems, internet access, and video conferencing.
- Over 2,600 vehicles in the U.S. fleet alone.

Experience - Vital Records

In addition to our remediation and recovery services, BELFOR has been providing vital record recovery services since 1993. Every imaginable type of vital record has been restored by BELFOR's Technical Services Division, including: books, documents, photos, tapes, slides, CDs, maps, blueprints, and museum and archival collections.

Specially trained teams provide immediate emergency mitigation services, including security, pack-out, inventory and freezing of affected materials, as well as stabilization of the environment.

Services include water damage restoration (Vacuum Freeze Drying, Thermal Vacuum Freeze Drying, Low Humidity On-Site Desiccant Drying), fire damage restoration (wide range of services), mold remediation and bacterial decontamination (Gamma Radiation, Electron Beam Radiation (Canada) and Physical Contaminant Removal) and deodorization (Ozone Deodorization, Hydroxyl Deodorization).

Document laboratories and freeze-dry facilities in the U.S. are located in Fort Worth, TX; Philadelphia, PA; and San Francisco, CA. International Document Laboratories are located in Vancouver and Toronto, Canada; London, U.K.; Paris, France; Prague, Czech Republic, and, Israel.



BELFOR Freeze Dry Chamber

In addition, a fleet of seven (7) Mobile Freeze-drying Chambers is available for transport to disaster scenes for large losses and/or if documents can't leave the premises.



Qualifications - Vital Records

Our Technical Services Division, comprised of Certified Restorers, PhD chemists and other restoration professionals, has created many superior products and recovery methods for all types of media. The experience and knowledge of these professionals has to the overall knowledge and expertise of the vital records recovery industry.

Some of this team's innovations include a proprietary process to separate fused X-Ray films and true mobile vacuum freeze-drying technology for transport to disaster scenes.

This team also extensively researched and developed a proprietary dosage amount for gamma treatment. This dosage ensures complete elimination of all contaminants with the least amount of degradation to the items being treated.



Mitigation - BELFOR teams provide immediate emergency mitigation services, including security, pack-out, inventory and freezing of affected materials, as well as stabilization of the environment.

Mobile Units - A fleet of Mobile Freeze-drying Chambers is available for transport to disaster scenes for large losses and/or if documents can't leave the premises.

There are approximately 80 document treatment personnel on the BELFOR team and over 400 employees trained in various aspects of retrieval and mitigation of vital records.



Vital Records Laboratories - BELFOR maintains a network of professional contacts including conservators, preservation professionals, archivists, curators, etc., which can be called on for specialized knowledge and direction. Membership and involvement in the following groups provide additional expert consultation, as required:

- Association of Specialists in Cleaning and Restoration (ASCR)
- Association of Records Managers and Administrators (ARMA)
- Society of American Archivists (SAA)



Book & Document Services Available

Drying Methodologies

- Vacuum Freeze Drying
- Thermal Vacuum Freeze Drying
- Low Humidity On-Site Desiccant Drying

Fire Damage Document Remediation

- Smoke and Soot Particulate Removal – to remove contaminants and eliminate odor
- Straightening, Realignment, Trimming, Reprocessing – to remove or repair portions of permanent damage
- Re-matting and Framing
- Rebinding and Leather repairs
- Re-jacketing
- Ozone Deodorization – to expedite the out-gassing of finite traces of soot particulate too small to be removed, but still produce an odor
- Document Copying and Imaging
- De-acidification – to restore chemical balance to documents





Mold Remediation and Bacterial Decontamination

- Gamma Radiation
- Electron Beam Radiation (Canada)
- Physical Contaminant Removal

Document Copying, Imaging, and Scanning

Deodorization

- Ozone Deodorization – Use of ozone gas (O₃) to oxidize and remove finite traces of soot.
- Hydroxyl Deodorization – An oxidation process similar to ozonation.



a. Background and brief history of your company.

BELFOR was originally founded in 1946 in Dearborn, Michigan as Quality Awnings & Construction in Dearborn, Michigan, and then become Inrecon, LLC in 1981. After being acquired by Haniel Corporation in 2001, the company name was changed to BELFOR. On November 2, 2006, BELFOR Holdings Inc. (comprised of a group of over 60 BELFOR managers) completed its purchase of 100 percent of BELFOR International GmbH. Headquarters for BELFOR International is in Birmingham, Michigan.

Over the last 77 years, BELFOR has grown to become the global industry leader in disaster recovery and property damage restoration. We typically add between 2 to 4 locations a year to our portfolio, continually improving our response capabilities.

As of April, 2019, BELFOR USA Group, Inc. became 100% by BELFOR USA Ltd.

b. Names, qualifications and experience of personnel to be assigned to work with Mas on.

Account Manager, Emergency Manager - REDACTED
BELFOR Sterling General Manager - REDACTED
BELFOR Sterling Restoration Supervisor - REDACTED
Director of Technical Services - REDACTED

Please refer to Team Bios under Additional Information. REDACTED



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.

Reference #1: REDACTED

Reference #2: REDACTED

Reference #3: REDACTED

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.

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

24/7/365 Emergency Dispatch

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

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



Response and Initial Assessment

Responding emergency crews come prepared and equipped to implement immediate security measures, such as board-ups or shrink wrap for exposed areas, perimeter fencing, locks, lock in-out procedures, etc. From the very beginning, the project is a collaborative effort between BELFOR responders / Project Managers and GMU's emergency team. Initial on-site meetings and walkthroughs take place to make a preliminary assessment of needs for manpower, equipment, safety, accessibility, badging, priorities, etc.

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

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

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

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

BELFOR maintains required certifications, licensing, bonding capacity, and insurance coverage in all areas, allowing our teams to perform work in compliance with all state and federal regulations. BELFOR also adheres to other various requirements as mandated by both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA).

As crews perform emergency mitigation procedures to stabilize the impacted facility, a walk-through with BELFOR team leaders and designated GMU personnel.

- Amount and type of equipment needed
- Temporary needs, i.e. facilities, utilities, climate controls, roof covers, etc.
- Parking
- Preliminary budget, to be updated weekly

The following key roles will be assigned as needed:

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



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

Emergency mitigation plan will be formulated to include:

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

Services Performed

What, when and how services will be performed.

- BELFOR is the "best total cost" solution for the property restoration industry. As a full-service restoration contractor, BELFOR team members focus on the best solution for each project, knowing the method of recovery is not influenced by a particular service line. The timeliness of the initial response and the ability to fast-track any size project equates to an overall smaller loss and minimal property disruption.

Emergency mitigation procedures may include:

- Secure the building (board-up, fencing, roof cover, security)
- Isolate and contain environmental Issues
- Hazard Identification and mitigation
- Asbestos and lead testing per UBC, EPA and OSHA requirements
- Smoke ventilation, if applicable
- Water extraction
- Implement humidity & temperature controls
- Structural drying & dehumidification
- Winterization
- Identify & isolate utilities



- Identify structural issues (shoring, EMS Construction, Electrical, Plumbing, debris removal)
- Remove or protect HNW assets (block furniture, pack out art, electronics, valuable papers)
- Shrink wrap items
- Corrosion control (electronics)
- Isolate damaged areas & restrict access

Construction emergency services may include:

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

BELFOR Environmental Services Division can:

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

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

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

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

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

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



Proposed Pricing

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

Please refer to the following pages for BELFOR's 2022 Rate Schedule.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: **January 2022**



§ I.

RATES AND INVOICE CONDITIONS

ITEMIZED SCHEDULED LABOR CLASSIFICATIONS

CODE		REGULAR RATE / HR
PROJECT MANAGEMENT:^{1,3}		
APM	Assistant Project Manager	\$ 80.00
PM	Project Manager	\$ 119.00
PE	Project Estimator	\$ 129.00
SPM	Senior Project Manager	\$ 146.00
PC	Project Coordinator	\$ 178.00

GENERAL CLASSIFICATIONS:^{1,2,3}		
GL	General Labor	\$ 43.50
AA	Administrative Assistant	\$ 44.00
LF	Labor Foreman	\$ 45.00
MS	Mobilization Support	\$ 48.00
TD	Truck Driver	\$ 57.00
DMT	Demolition Technician	\$ 57.00
RCO	Resource Coordinator (Supply Technician)	\$ 59.00
PA	Project Auditor (Documentation Clerk)	\$ 65.00
EO	Equipment Operator	\$ 68.00
HSO	Health & Safety Officer	\$ 101.00

RESTORATION SERVICES (General):^{1,2,3}		
RT	Restoration Technician	\$ 59.00
RS	Restoration Supervisor	\$ 65.00
DT	Dehumidification Technician	\$ 77.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 77.00

RECONSTRUCTION SERVICES:^{1,2,3}		
PT	Painter	\$ 74.00
DP	Drywall Installer/Finisher	\$ 80.00
CR	Carpenter (Framer/Finish)	\$ 86.00
TF	Trade Foreman (Commercial Supervision)	\$ 89.00

TECHNICAL SERVICES:^{1,2,3} (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)		
TN	Technician	\$ 83.00
TS	Technical Specialist	\$ 91.00
TL	Team Leader	\$ 105.00
TMR	Technician, Machinery Rebuild	\$ 112.00

SEMICONDUCTOR SERVICES:^{1,2,3}		
DTA	Decon Technician Assistant	\$ 77.00
DC	Decon Technician	\$ 91.00
DTL	Decon Team Leader	\$ 105.00
DE	Decon Engineer	\$ 181.00

ENVIRONMENTAL SERVICES:^{1,2,3}		
HT	Hazmat/Asbestos Technician	\$ 77.00
HLT	Hazmat/Asbestos Lead Technician	\$ 86.00
HEO	Hazmat/Asbestos Equipment Operator	\$ 91.00
HS	Hazmat/Asbestos Supervisor	\$ 100.00
HPM	Hazmat/Asbestos Project Manager	\$ 119.00

CONSULTING SERVICES:		
CVP	President & Vice President	\$ 275.00
CSC	Senior Consultant	\$ 225.00
CCE	Consultant / Consulting Estimator	\$ 195.00
CWP	Clerk of the Works-Production Person	\$ 120.00
CAD	Administrative	\$ 75.00
COC	Outside Consultants	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	\$ 400.00
CFE	Appraisal & Umpire fees	\$ 350.00

¹ In New York City, Cape Cod, Martha's Vineyard, Nantuckett, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.

² In the states of CA and WA a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I. II

LABOR CALCULATION POLICY

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

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

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)Effective Date: **January 2022****§ I. RATES AND INVOICE CONDITIONS****§ I.III LABOR CONSIDERATIONS**

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

§ I.IV CONSULTING EXPENSES

- 1). Reproduction of actual drawings at \$4.50 per SF
- 2). Automobile mileage at IRS approved rate
- 3). Tolls at cost with receipts over \$25.00
- 4). Photocopies at \$0.15 per page
- 5). Color copying at \$1.50 per page or actual cost if Kinko's or other service
- 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
- 7). Daily per diem rate at \$65.00 a day/based on (8) hour day

Note: *Fees for deposition and trial appearances are for a minimum four hours @ \$400/hr for all consultants

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

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

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

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

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

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

§ V. REIMBURSABLES

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

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

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

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

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

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

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

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

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

§ VIII. BILLING AND PAYMENT

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

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

§ 11.1

ITEMIZED SCHEDULED EQUIPMENT ³

EQUIPMENT DESCRIPTION	UNIT	RATE	EQUIPMENT DESCRIPTION	UNIT	RATE
<u>AIR MOVERS/COMPRESSORS/ACCESSORIES</u>			<u>TRUCKS, VEHICLES, TRAILERS</u> (rate does not include fuel)		
Air compressor, gas/electric	Ea / Day	\$ 45.00	BELFOR Command Center	Ea / Day	\$ 605.00
Air compressor, tow behind	Ea / Day	\$ 143.00	Mobile Office	Ea / Day	\$ 79.00
Air movers/carpet blowers	Ea / Day	\$ 36.00	Mobile Warehouse (Trailer Only)	Ea / Day	\$ 188.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 36.00	Trailer, Freezer	Ea / Day	\$ 182.00
Injectidry Unit	Ea / Day	\$ 158.00	Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 116.00
Manometer	Ea / Day	\$ 100.00	Truck, Dump-Trip Charge	Ea / Day	\$ 182.00
<u>BLAST/POWER WASH UNITS</u>			Truck, Moving/Box/Board up	Ea / Day	\$ 188.00
Blasting Unit, Agri/Soda	Ea / Day	\$ 784.00	Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 151.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,178.00	Vehicle, Pickup, SUV or Car	Ea / Day	\$ 84.00
Soda Blaster	Ea / Day	\$ 1,169.00	Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 200.00
Washer, High Pressure (cold)	Ea / Day	\$ 121.00	Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 136.00
Washer, High Pressure (hot)	Ea / Day	\$ 151.00	<u>DUMPSTERS & STORAGE</u>		
<u>CLEANING/VACUUMS/EXTRACTION</u>			Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 666.00
Buffer, Floor	Ea / Day	\$ 45.00	Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 847.00
Carpet Cleaning Machine	Ea / Day	\$ 91.00	Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 1,029.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 173.00	BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 285.00
Extraction Unit (portable)	Ea / Day	\$ 188.00	BELFOR Pods (set up & breakdown)	Per Pod	\$ 363.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 680.00	Storage Vaults	Per Month	\$ 152.00
Floor cleaning system (walk behind)	Ea / Day	\$ 287.00	<u>ELECTRONICS / MECHANICAL</u>		
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 172.00	Cart, Electronic Decontamination	Ea / Day	\$ 76.00
Ion Air Cleaning System	Ea / Day	\$ 57.00	Cleaning Room, HEPA filtered	Ea / Day	\$ 1,184.00
Steam Cleaner (Trailer)	Ea / Day	\$ 294.00	Crane, A-Frame (1 ton)	Ea / Day	\$ 168.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 76.00	Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 935.00
Vacuum, HEPA	Ea / Day	\$ 110.00	Decon Room	Per Project	\$ 624.00
Vacuum, Insulation Machine	Ea / Day	\$ 109.00	DI Water System	Ea / Day	\$ 48.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 42.00	Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 84.00
Zip Poles, Set of 6	Ea / Day	\$ 33.00	Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 227.00
<u>LIGHTS</u>			Electrical Test Equipment (Megger, HI-Pot, Grounding Cables)	Ea / Day	\$ 498.00
Light, Balloon	Ea / Day	\$ 133.00	Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 272.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 188.00	Gas Detector, ATI PortaSens II	Ea / Day	\$ 371.00
Light, Wobble (37 inches)	Ea / Day	\$ 53.00	HEPA Filtered Hood	Ea / Day	\$ 187.00
<u>MISC.</u>			HEPA Water Displacement Unit	Ea / Day	\$ 113.00
Heat Gun, Shrink Wrap	Ea / Day	\$ 91.00	Oven, Convection Drying (ULT)	Ea / Day	\$ 529.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,452.00	Oven, Vacuum Drying	Ea / Day	\$ 754.00
Saw, Demo	Ea / Day	\$ 129.00	Quality Control Kit, (scientific instruments)	Ea / Day	\$ 227.00
Saw, Kett	Ea / Day	\$ 43.00	Reflectoquant Test Device	Ea / Day	\$ 124.00
X-Ray Dryer	Ea / Day	\$ 188.00	Sealer, Vacuum	Ea / Day	\$ 330.00
X-Ray Separation Tank	Ea / Day	\$ 565.00	Spray Booth with 2 sinks (portable)	Ea / Day	\$ 227.00
<u>ODOR CONTROL/DISINFECTION</u>			Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 99.00
Fogger, Commercial	Ea / Day	\$ 136.00	Tool Handling Charge	Per Project	\$ 561.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 48.00	Ultrasonic Bath, Portable	Ea / Day	\$ 393.00
Ozone Generator	Ea / Day	\$ 151.00	Ultrasonic Bath, Bench Top	Ea / Day	\$ 227.00
Smoke Machines (small)	Ea / Day	\$ 121.00	Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 4,072.00
Vapor Shark	Ea / Day	\$ 48.00	Vacuum, Clean Room	Ea / Day	\$ 187.00
<u>POWER</u>			Wet Bench (portable)	Ea / Day	\$ 228.00
Electrical Distribution (Spider Box)	Ea / Day	\$ 91.00	Workstation (table, chair, lights, ESD)	Ea / Day	\$ 30.00
Generator (portable)	Ea / Day	\$ 151.00	<u>ENVIRONMENTAL</u>		
<u>PUMPS</u>			Cascade Breathing Air System	Ea / Day	\$ 206.00
Pump, Sump / Flood	Ea / Day	\$ 42.00	Chemical Hose, Hazmat	Ea / Day	\$ 274.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 168.00	Confined Space Entry System	Ea / Day	\$ 250.00
<u>DRYING/TEMP/HUMIDITY CONTROL</u>			Decontamination Shower/Filter	Ea / Day	\$ 175.00
Moisture Meter	Ea / Day	\$ 25.00	Jerome Mercury Vapor Analyzer	Ea / Day	\$ 306.00
Camera, IR	Ea / Day	\$ 28.00	Mini-Rae (PID)	Ea / Day	\$ 218.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 165.00	MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 250.00
Dehumidification, Desiccant - 500/600 cfm	Ea / Day	\$ 491.00	Personal Sample Pump	Ea / Day	\$ 35.00
Dehumidification, Desiccant - 2000/2250 cfm	Ea / Day	\$ 690.00	Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 250.00
Dehumidification, Desiccant - 3500 cfm	Ea / Day	\$ 1,216.00	Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 374.00
Dehumidification, Desiccant - 5000-6000 cfm	Ea / Day	\$ 1,647.00	Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 175.00
Dehumidification, Desiccant - 10000 / 12000 cfm	Ea / Day	\$ 2,587.00	Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 138.00
Dehumidification, Desiccant - DX Unit -20 / 30 ton	Ea / Day	\$ 4,440.00	Trailer, Emergency Response, Hazmat	Ea / Day	\$ 374.00
Dehumidification, Desiccant - 25000 cfm	Ea / Day	\$ 7,027.00	<u>HVAC</u>		
Dehumidification/Cooling - 1 Ton Spot Cooler	Ea / Day	\$ 196.00	HVAC, High Volume Tornado System	Ea / Day	\$ 116.00
Dehumidification/Cooling - DX Unit -60 / 70 Ton	Ea / Day	\$ 1,568.00	HVAC, Mobile Resource Unit	Ea / Day	\$ 188.00
Dehumidification/Cooling - DX Unit -60 / 70 Ton	Ea / Day	\$ 2,471.00	HVAC, Power and Manual Hand Tools	PP/Day	\$ 31.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 32.00	HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 55.00
Dehumidification, Heater -20 KW	Ea / Day	\$ 194.00	HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 151.00
Dehumidification, Heater -50 KW	Ea / Day	\$ 432.00	HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 237.00
Dehumidification, Heater -100 KW	Ea / Day	\$ 589.00	HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 611.00
Dehumidification, Heater -150 KW	Ea / Day	\$ 705.00	HVAC, Viper Duct Cleaning System	Ea / Day	\$ 55.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 1,137.00	<u>SAFETY</u>		
Heater, Electric -1500 watt	Ea / Day	\$ 19.00	Personal Fall Protection (PFP)	PP / Day	\$ 10.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 67.00	Personal Protection Equipment (PPE)	PP / Day	\$ 6.00
Electrostatic Sprayer	Ea / Day	\$ 165.00	Personal Respiratory Protection (PRP)	PP / Day	\$ 10.00
			Respirator, PAPR	Ea / Day	\$ 100.00

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

ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS			ELECTRONICS / MECHANICAL		
Bags, Environmental Trash Bags	Ea.	\$ 3.60	BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 41.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 37.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 56.00
Bags, Trash (each)	3 mil \$ 1.00 6 mil	\$ 2.00	BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 88.00
CLEANING-GENERAL			BELFOR-CD 13 Complex Deruster 13	Gal	\$ 139.00
Disinfectant-Bioesque	Gal	\$ 50.00	BELFOR-EC 12 Electronics Cleaner	Gal	\$ 36.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 41.00	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 21.00
BELFOR-All Purpose Cleaner	Gal	\$ 13.00	BELFOR-FC 10 Energized Cleaner	Gal	\$ 999.00
BELFOR-All Purpose Spotter	Gal	\$ 28.00	BELFOR-GC General Cleaner	Gal	\$ 34.00
BELFOR-Carpet Rinse & Neutralizer	43.5	\$ 22.00	BELFOR-HD 01 Hand Deruster 01	Gal	\$ 47.00
BELFOR-CIF Citrox Lemon Scent	Ounce	\$ 1.20	BELFOR-LP 40 Light Preserver 40	Gal	\$ 88.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 37.00	BELFOR-MPP Metal Polishing Paste	Ounce	\$ 19.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 21.00	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 149.00
BELFOR-Glass Cleaner	Gal	\$ 10.00	BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 15.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 50.00	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 56.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 37.00	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 39.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 17.00	BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 41.00
BELFOR-Oil Preserver	Gal	\$ 56.00	BELFOR-PM Polish Milk	Ounce	\$ 6.60
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 21.00	BELFOR-SD 02 Sulfide Defroster	Gal	\$ 64.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 31.00	BELFOR-WP Wax Preserver	Gal	\$ 95.00
Adhesive, Remover	Can	\$ 18.00	Nitric Acid, Ultra Pure	Quart	\$ 187.00
Alcohol, Isopropyl	Gal	\$ 96.00	Apron, Chemical	Ea.	\$ 6.60
Blocks, Odor Counteractant	Ea.	\$ 9.00	Arm Sleeves, Chemical	Ea.	\$ 4.80
Boot Covers, Latex	Per Pair	\$ 13.00	Arsenic Test Kit	Per Test	\$ 6.60
Brush, Scrub	Ea.	\$ 14.00	Bags, Anti Static	Ea.	\$ 4.80
Brushes, Pipe	Ea.	\$ 37.00	Brady Cards	Ea.	\$ 8.80
Brushes, Wire	Small \$ 5.50 Large	\$ 9.00	Brush, Dispersion (Each)	Small \$ 5.50 Large	\$ 17.00
Cleaner, Stainless Steel	Can	\$ 19.00	Brush, Non Conduct	Ea.	\$ 13.00
Disinfectant, Antimicrobial	Gal	\$ 62.00	Chloride Quick Test Strips	Ea.	\$ 1.50
Fogger, Thermo Deodorizer	Gal	\$ 43.00	Cleaning / Decon Sticks	Ea.	\$ 1.70
Mop Heads	Ea.	\$ 17.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 34.00
Pad, Floor Buffer	Ea.	\$ 15.00	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 95.00
Pad, Foam Scrubbing	Pak	\$ 63.00	Non-Conduct Scrubbers, White (#98)	Box	\$ 57.00
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.80	Tape, Clean Room	Roll	\$ 30.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.40	Wipes, Lint Free	Pak	\$ 43.00
Steel wool	Ea.	\$ 1.30	Wipes, Presaturated IPA/DI	Pak	\$ 25.00
Thinner, Paint/Mineral Spirits	Gal	\$ 28.00	Wipes, Standard Clean Room	Pak	\$ 35.00
Vapor Shark Membrane	Ea.	\$ 64.00	Wipes, Ultra Clean Room	Pak	\$ 75.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 6.60			
Wipes, Wipe All	Pak	\$ 15.00			
CONTENTS/PACK-OUT/STORAGE			ENVIRONMENTAL		
BELFOR-Fabric Protector	Gal	\$ 48.00	Asbestos Glove Bag	Ea.	\$ 41.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 6.60	Breathing Air, Type K Bottle	Ea.	\$ 67.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 21.00	Cartridge, MSA Combination	Ea.	\$ 20.00
BELFOR-Premium Dish Detergent	Quart	\$ 7.70	Protective Suits (Acid)	Ea.	\$ 102.00
Boxes, Book	Ea.	\$ 6.60	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,901.00
Boxes, Dish Pack	Ea.	\$ 7.70	Protective Suits (PolyPro Asbestos)	Ea.	\$ 10.00
Boxes, Slip Covers	Ea.	\$ 3.60	Protective Suits (Saranex Chemical)	Ea.	\$ 37.00
Boxes, Wardrobe/Specialty	Ea.	\$ 43.00	Sorbent Boom	Ea.	\$ 81.00
Cloths, Masslinn	Ea.	\$ 1.70	Sorbent Pad	Ea. \$ 11.50 Bale	\$ 122.00
Foam Blocks	Ea.	\$ 1.70	Sorbent Pillows	Ea.	\$ 31.00
Inventory Tags	Ea.	\$ 1.70	DRUMS		
Tape, Poly Box	Roll	\$ 3.60		15g 30g 55g	
Wrap, Bubble/Anti Static	Roll	\$ 102.00	Drum, Poly Closed Top	Ea. \$ 51.00 \$ 60.00 \$	\$ 85.00
Wrap, Stretch	Roll	\$ 72.00	Drum, Poly Open Top	Ea. \$ 55.00 \$ 65.00 \$	\$ 92.00
			Drum, Steel Closed Top	Ea. \$ 40.00 \$ 48.00 \$	\$ 67.00
			Drum, Steel Open Top	Ea. \$ 44.00 \$ 57.00 \$	\$ 81.00
			Drum, Steel Salvage, 85 Gallon	Ea.	\$ 185.00
			Drum, Poly Overpack, 95 Gallon	Ea.	\$ 283.00
			Drum, Steel Overpack, 110 Gallon	Ea.	\$ 555.00
FILTERS			HVAC		
Filter, Charcoal (Carbon Activated)	Ea.	\$ 79.00	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 61.00
Filter, HEPA	Ea.	\$ 279.00	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 79.00
Filter, Pleated	Ea.	\$ 25.00	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 61.00
Filter, Poly (Secondary)	Ea.	\$ 8.80	HVAC Cleaner Degreaser	Gal	\$ 21.00
SHEETING/PLASTIC/FLOOR PROTECTION			HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 30.00
Duct, Lay Flat (500') with hog rings	Roll	\$ 565.00	HVAC Coil Cleaner	Gal	\$ 58.00
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 53.00	HVAC Collection Machine Filters (Pleated & Bag)	Ea.	\$ 70.00
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 66.00	HVAC Collection Machine HEPA Filter	Ea.	\$ 411.00
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 99.00	HVAC Duct Liner 1" - 3'x100'	Roll	\$ 484.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 386.00	HVAC Duct Mastic	Gal	\$ 35.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 479.00	HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 99.00
Plastic Sheeting, Carpet Protector	Roll	\$ 99.00	HVAC Fiberlock	Gal	\$ 87.00
Ram Board, (38" X 100')	Roll	\$ 185.00	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 12.00
Red Rosin Paper (200 ft. roll)	Roll	\$ 30.00	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 73.00
Scrim-Fire Rated (60"x100')	Roll	\$ 2,988.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 345.00
Sticky Mat (26"x32")	Ea.	\$ 108.00	HVAC Propane Fill Charge	Cylinder	\$ 55.00
SHRINK WRAP			HVAC Rotary Brush Head, Replacement	Ea.	\$ 139.00
Strapping, Woven HD	LF	\$ 0.15	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 48.00
Tape, Heat Shrink 2"	Roll	\$ 20.00	HVAC Sheetmetal Blank	Ea.	\$ 21.00
Tape, Heat Shrink 4"	Roll	\$ 40.00	HVAC Sheetmetal Screw	Box 100	\$ 26.00
Tape, Heat Shrink 6"	Roll	\$ 59.00	HVAC Spray Adhesive	Can	\$ 29.00
Wrap, Shrink, 7 mil (45' x 145')	Roll	\$ 987.00	HVAC Unibit	Ea.	\$ 99.00
Wrap, Shrink, 12 mil (32' x 180')	Roll	\$ 1,834.00	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 29.00
TAPE/ADHESIVE			SAFETY		
Adhesive, Spray	Can	\$ 9.00	Boots, Chemical PVC	Per Pair	\$ 55.00
Tape, 2-way (2" x 60')	Roll	\$ 36.00	Dust Mask	Ea.	\$ 2.40
Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 34.00	Gloves, Cotton (includes liners)	Per Pair	\$ 2.80
Tape, Duct (2"x 60')	Roll	\$ 9.00	Gloves, Latex (Surgical)	Box 100	\$ 50.00
Tape, Global	Roll	\$ 30.00	Gloves, Leather	Per Pair	\$ 9.90
Tape, Painters-blue/red	Roll	\$ 10.00	Gloves, Nitrile	Per Pair	\$ 9.40
			Gloves, Nylon Inspection	Per Pair	\$ 0.60
MISC			Protective Suits (Tyvek)	Ea.	\$ 33.00
Disposable Decontamination Unit	Ea.	\$ 504.00	Respirator, N95	Ea.	\$ 13.00
Encapsulant, Antifungicidal	Gal	\$ 99.00	Respirator, P100	Ea.	\$ 13.00
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 91.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 44.00
Encapsulant, Soot	Gal	\$ 53.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 10.00
Fasteners, Misc / Lock & Hasp	Ea.	\$ 36.00			
Floor Dry (40#)	Bag	\$ 19.00			
Lock Box	Ea.	\$ 55.00			
Soda, Soda Blaster Material	Bag	\$ 43.00			
Zipper (containment)	Ea.	\$ 14.00			

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Additional Information

In your proposal response please address the following:

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

No.

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.

Please refer to BELFOR's 3-Year OSHA Report included on the following page.

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

Performing over 65,000 jobs a year, BELFOR has been a defendant in court, but not to the extent that it would prevent us from completing our obligations to the University.

d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

No.

Team Bios

Please refer to the following pages.



Belfor Property Restoration
Five Year History OSHA Citations
05/17/2023

2022

Inspection: 1640920.015

Date: 12/28/2022

Inspection Location: 5085 Kalamath Street
Denver, CO 80221

Citations:

Other-than-Serious Citation (1): 29CFR 1910.1200(F)(06): \$3000 fine issued, Belfor labeled detergent sprayers with detergent names.

Other-than-Serious Citation (1): 29CFR 19100132(D)(02): No fine issued, Belfor provided written JSA for warehouse tasks.

Inspection: 1571498.015

Date: 01/06/2022

Inspection Location: 60 Bow Street, Unit 16
Freeport, ME 04032

Citations:

Other-than-Serious Citation (1): 29CFR 1926.300 (A): \$14502 fine issued, Belfor agreed to ensure that employees using personal tools would have guards in place at all times and ensure that tools are inspected prior to use.



TEAM BIOS REDACTED

Proposed Exceptions

George Mason University – GMU-CM0905

Emergency Response Services for Collections Stabilizations and Recovery

Doc./Page	Section	Description
RFP	Section XII. Cost of Services.	<p>Please modify this paragraph as follows:</p> <p>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.</p>
Attachment B – Sample Contract	Section X.D - Assignment	<p>Please modify this paragraph as follows:</p> <p>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. <u>Contractor may utilize any subcontractor in connection with providing the Services; provided that Contractor’s use of any subcontractor shall in no way relieve Contractor of any of its obligations or liabilities under this Contract.</u></p>
Attachment B – Sample Contract	Section X.I – Cancellation of Contract	<p>Please modify this paragraph as follows:</p> <p><u>Either party may</u> 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, <u>except for payment for services already performed</u>, 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.</p>
Attachment B – Sample Contract	Section X.J.2(b) & (c) – Changes To The Contract	<p>Please modify these paragraphs as follows:</p> <p>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</p> <p>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</p>

George Mason University – GMU-CM0905

Emergency Response Services for Collections Stabilizations and Recovery

		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.
Attachment B – Sample Contract	Section L – Collection and Attorney Fees	<p>Please modify this paragraph as follows:</p> <p><u>As determined by a Virginia Court,</u> 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.</p>
Attachment B – Sample Contract	Section X.P.3 – Continuity of Services	<p>Please modify this paragraph as follows:</p> <p>The Contractor shall be reimbursed for all reasonable, <u>pre-approved</u> phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). <u>All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.</u></p>
Attachment B – Sample Contract	Section X.V – Force Majeure	<p>Please modify this paragraph as follows:</p> <p>Mason <u>and Contractor</u> 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<u>that party</u>, 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.</p>
Attachment B – Sample Contract	Section X.Y. - Indemnification	<p>Please modify this paragraph as follows:</p> <p>Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees <u>(the "Indemnitees")</u> from any claims, damages and actions <u>attributable to bodily injury, death and property damage to the extent of any kind or nature, whether at law or in equity, arising from or</u> caused by the <u>negligent</u> use of any materials,</p>

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		<p>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.</p> <p><u>Contractor and the Indemnitees waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:</u></p> <ul style="list-style-type: none"> <u>i) damages incurred by Indemnitees for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and</u> <u>ii) damages incurred by Contractor for significant office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Services.</u> <p><u>This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.</u></p> <p><u>Neither party shall have any liability to the other for punitive, exemplary, special, incidental, or indirect damages. Contractor's total liability under this Agreement is the value of the payments to Contractor under this Agreement in the twelve month period preceding the event giving rise to the claim or the amount of the insurance limits Contractor is required to carry under this Agreement, whichever is less.</u></p>
Attachment B – Sample Contract	Section X.MM - Subcontracts	<p>Please modify this paragraph as follows:</p> <p>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.</p>
Attachment B – Sample Contract	Section X.PP	<p>Please modify this paragraph as follows:</p> <p>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 industry standard practices, including appropriate</p>

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		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.
Attachment B – Sample Contract	Section X.TT	<p>Please add the following paragraph:</p> <p><u>At the direction of the George Mason University and during the performance of Work, Contractor may remove items of personal property, artifacts, valuables, and other contents and effects that exist in George Mason University’s Property, but it is the George Mason University’s obligation to identify such any items that are to be removed, recovered, or stored from the Property (collectively “Valuables”). George Mason University understands and agrees that some or all of George Mason University’s Valuables may contain mold, odor, particulate, and other damages that render it partially or completely unsalvageable but that Contractor will make its best efforts to recover and store such Valuables. George Mason University understands and agrees that Contractor’s Work do not include logging or documenting the items that are being removed and disposed of, and George Mason University expressly acknowledges and affirms that, to the extent George Mason University decides to maintain a log of George Mason University’s Valuables being removed or disposed of, George Mason University will catalog and document said Valuables in the manner George Mason University deems appropriate.</u></p> <p><u>While Contractor may attempt to recover and remove Valuables located at and within the Property, it is the George Mason University’s obligation to be present during the removal, disposal, and/or recovery process and specifically identify any Valuables which are to be retained and stored in such locations as the George Mason University may provide at the Property. HOWEVER, GEORGE MASON UNIVERSITY AGREES THAT CONTRACTOR HAS NO OBLIGATION TO SECURE, STORE, RESTORE, OR RECOVER OR PERFORM ANY OTHER PORTION OF THE WORK ON VALUABLES AND OTHER BELONGINGS THAT ARE NOT EXPRESSLY AND SPECIFICALLY IDENTIFIED IN WRITING BY THE GEORGE MASON UNIVERSITY. THE GEORGE MASON UNIVERSITY HEREBY DIRECTS AND AUTHORIZES CONTRACTOR TO REMOVE, STORE, AND/OR DISPOSE OF ANY VALUABLES WHICH IS NOT EXPRESSLY AND SPECIFICALLY IDENTIFIED IN WRITING TO BE SECURED AND STORED AND CONTRACTOR MAY RELY ON THIS INSTRUCTION WITHOUT EXCEPTION FOR THE DURATION OF ITS PERFORMANCE OF ITS WORK. GEORGE MASON UNIVERSITY IS RESPONSIBLE FOR ALL STORAGE COSTS OF ALL VALUABLES IDENTIFIED BY GEORGE MASON UNIVERSITY TO BE STORED BY CONTRACTOR.</u></p>

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: BELFOR USA Group, Inc.

Preparer Name: Kathy LaRosa **Date:** 11.07.23

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: _____