



24-16 Addendum 7

BELFOR USA Group, Inc._Region 4

BELFOR Property Restoration

Supplier Response

Event Information

Number: 24-16 Addendum 7
Title: Job Order Contracting Services
Type: Request for Proposal - Region 4 ESC
Issue Date: 10/10/2024
Deadline: 1/7/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Certain proposals documents must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net. Original submission must be delivered to:

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

No emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on

Thursday, November 7, 2024 at 10:00 am

via ZOOM. Join at <https://esc4.zoom.us/j/98164592949>

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations

Specialist.

Contact Information

Address: Finance and Operations

BID DUE DATE HAS BEEN EXTENDED UNTIL 12/17/2024.

7145 West Tidwell Road

TX 77092

Email: questions@esc4.net

BELFOR USA Group, Inc._Region 4 Information

Contact: Regina Stecher
Address: 185 Oakland Ave.
Suite 150
Birmingham, MI 48009
Phone: (248) 594-1144
Fax: (248) 594-1133
Toll Free: (800) 856-3333
Email: regina.stecher@us.belfor.com
Web Address: www.belfor.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jason Smolansky

Signature

Submitted at 1/7/2025 12:36:47 PM (CT)

jason.smolansky@us.belfor.com

Email

Requested Attachments

Products and Pricing

Section #1 - National Rate
Schedule Jan 2024 v1-2.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

Section #2-value add.pdf

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Offer and Contract Signature Form

Offer and Contract Signature
form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C Doc 1.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Appendix C Doc 2.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Disclosure of Interested Parties form or Evidence of Exemption

Form 1295.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Texas Government Code 2270 Verification Form

Appendix C Doc 4 TX Govt Code
2270 form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity, HUB Certifications*No response*

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Conflict of Interest Questionnaire*No response*

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

W-9 Upload

2024 W-9 with sig.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

OMNIA Partners - Exhibit F Federal Funds CertificationsExhibit F Federal Funds
Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

belfor nj reg cert.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

TERMS & CONDITIONS ACCEPTANCE FORMFinal_EXCEPTIONS 24-16
Appendix B Terms & Conditions
Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Customized Core List by AgencyList of
Services_2024_MASTER.pdf

Provide asample of what a Core List may look like for Participating Public Agencies.

OMNIA Partners Appendix E, Exhibit A ResponseAppendix E Exhibit A &
Attributes.pdf

Include a detailed response to Appendix E, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

24-16 Felony Conviction Notification

Appendix C Doc 5.pdf

Please complete the Felony Conviction Notification, located on the Attachments tab, and upload the completed document here.

24-16 Questionnaire

24-16 Questionnaire.pdf

Please complete the Questionnaire, located on the Attachments tab, and upload the completed document here.

24-16 Price Proposal Form for CoefficientsSection #20 - 24-16 Price
Proposal Form for Coefficients.pdf

Please complete the Price Proposal Form for Coefficients, located on the Attachments tab, and upload the completed document here.

24-16 Bid Guarantee

Bid Bond and Surety Letter.pdf

Please complete a bid guarantee, and upload the completed document here.

24-16 Addendum #7

24-16 Addendum No. 7 signed.pdf

Please sign and upload 24-16 Addendum #7 here.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name BELFOR USA Group, Inc.

Address 185 Oakland Avenue, Suite 150,

City/State/Zip Birmingham, MI 48009-3433

Telephone No. (248-594-1144)

Email Address chris.jones@us.belfor.com

Printed Name Chris Jones

Title CFO

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

[illegible]

BELFOR EXCEPTIONS – RFCSP ESC for Job Order Contracting Services – Solicitation Number 24-16

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Bid Attributes	Section 70	Please revise the second bullet point in this section as follows: <ul style="list-style-type: none"> Best government pricing for similar services under the same terms and conditions 	
Bid Attributes	Section 84	Please revise this section as follows: Region 4 ESC requests pricing be submitted as not to exceed pricing in the form of a rate and material schedule. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Except as may be provided in a rate and material schedule, cost plus pricing as a primary pricing structure is not acceptable.	
Bid Attributes	Section 87	Please delete subsections ii and viii in this section in their entirety.	
Bid Attributes	Section 123 - Indemnification	Please revise this section as follows: Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES attributable to bodily injury, death or property damage to the extent caused by any negligent acts or omissions of the Vendor or its agents, employees, subcontractors, OrderFulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.	
JOC Addendum 1	Section 1 – Scope of Work	Please add the following language as a new paragraph at the end of the Scope of Work section: “Offeror reserves the right to accept or reject Work Order requests on a case by case basis. Each Work Order and any separate contracts with a Participating Public Agency is subject to negotiation and mutual agreement between the parties.”	
JOC Addendum 1	Section 19 – Formation of Contract	Please add the following language at the end of the first sentence in this paragraph: “subject to the exceptions set forth in the offer from the Offeror.”	

JOC Addendum	Section 23 – Purchasing Procedure	Please add the following language as a new section titled Purchasing Procedure: “Purchase orders and any other contract issued to Contractor by a Participating Public Agency under must indicate ‘Per Omnia Contract’ verbatim on the purchase order and/or contract.”	
JOC Addendum	V.2.(a) Evaluation Process and Criteria – Not to Exceed Pricing	Please revise this section as follows: Region 4 ESC requests pricing be submitted as not to exceed pricing in the form of a rate and material schedule. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Except as may be provided in a rate and material schedule, cost plus pricing as a primary pricing structure is not acceptable.	
JOC Addendum 1	Appendix A – Section 16 - Payments	Please revise this section as follows: Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and no later than thirty (30) days upon receipt of a properly completed invoice.	
JOC Addendum 1	Appendix A – Section 18 - Audit	Please delete the following language from this section: “Region 4 ESC shall have the authority to conduct random audits of Contractor’s pricing at Region 4 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor’s pricing at Contractor’s sole cost and expense.”	
JOC – Appendix E	Section 2.1 – Corporate Commitment	In subsection 3 of this paragraph, please delete the following language: “including any existing customers”.	
JOC – Appendix E	Section 2.2 – Pricing Commitment	Please revise this section as follows: Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is generally its lowest available (net to buyer) to Public Agencies nationwide for similar services under the same terms and conditions and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or	

		cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	
JOC – Appendix E	Section 3.3(c) – Marketing and Sales	Please delete subsections 3.3(c)(B)(ii), 3.3(c)(B)(iii), and 3.3(c)(B)(viii) in their entirety.	
JOC – Appendix E	Section 3.3(N) – Marketing and Sales	Please delete this section 3.3(N) in its entirety.	
JOC – Appendix E – Exhibit B	National Promotion – Paragraph 9	<p>Please delete the following language from paragraph 9:</p> <p>“Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners, website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order.”</p>	
JOC – Appendix E – Exhibit B	National Promotion – Paragraph 10	Please revise this paragraph by deleting the words “as set forth in the solicitation” and replace it with “when applicable as set forth in Supplier’s response to the solicitation”.	
JOC – Appendix E – Exhibit B	Administrative Fee – Paragraph 11	<p>Please revise this section as follows:</p> <p>From time to time, a Participating Public Agency may purchase Supplier’s services under the Master Agreement by: (i) executing a contract, purchase, or similar document agreed upon by both parties that authorizes Supplier to perform services; and (ii) such document states the “Per Omnia Contract” verbatim (herein referred to as a “Resulting Contract”). An “Administrative Fee” shall be defined and due to OMNIA Partners from Supplier in the amount of two percent (2%) (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”) provided Supplier has been paid in full for services performed in connection with a Resulting Contract no later than 120 days after the Participating Public Agencies receipt of Supplier’s invoice. From time to time the parties may mutually agree in writing to a</p>	

BELFOR EXCEPTIONS – RFCSP ESC for Job Order Contracting Services – Solicitation Number 24-16

		lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.	
JOC – Appendix E – Exhibit B	Audit – Paragraph 14	<p>Please revise this paragraph 14 by deleting the following language:</p> <p>“together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners costs and expenses related to such audit.”</p>	
JOC – Appendix E – Exhibit B	Confidentiality – New Paragraph	<p>Please add the following as a new paragraph in this section:</p> <p>“Except with respect to Public Agencies or Participating Public Agencies, for purposes of any third party requests, the parties shall treat this Agreement and its terms as confidential.”</p>	
JOC Award	Controlling Terms	<p>Please incorporate the following the language into the RFP award:</p> <p>“Notwithstanding anything to the contrary, to the extent the BELFOR Exceptions conflict with any of the terms and conditions in the RFCSP ESC for Job Order Contracting Services – Solicitation Number 24-16 documents, the BELFOR Exceptions shall control.”</p>	

7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 7

Solicitation Number 24-16

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC") for

Job Order Contracting Services

SUBMITTAL DEADLINE: Tuesday, January 17, 2025, 2:00 PM CENTRAL TIME

This Addendum No. 7 amends the Request for Proposals (RFP) for Job Order Contracting Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Job Order Contracting Services. Addendum No. 7 is hereby issued as follows:

1. Bid Close Date & Time has been changed to January 7, 2024, 2:00 PM CST.
2. Added "Addendum No. 7 to the Attachments tab.
3. Added "Addendum No. 7 to the Response Attachments tab.

All other items on this page shall remain.

All questions and answers will be posted to Region 4 ESC. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

RECEIPT OF ADDENDUM NO.7 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and **INCLUDE** in their proposal response.

Company Name BELFOR USA Group, Inc.

Contact Person Chris Jones

Signature 

Date 01.06.25

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

QUESTIONNAIRE

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

1. Coverage

Has a list of states, where services are being offered, been attached to the end of this Questionnaire? *For each state where services are offered, provide where services are being offered and applicable licenses; attach documents to the end of this Questionnaire.*

☒ Yes ☐ No

Does your company cover all areas within the state of Texas? *If not, provide a list of all counties where services are being offered and attach to the end of this Questionnaire.*

☒ Yes ☐ No

2. Trades

Indicate which trades are being offered under the Job Order Contracting program:

- ☒ General Construction
- ☐ Mechanical, Electrical, and Plumbing
- ☐ Civil/Site Construction
- ☒ Other: Emergency restoration services

3. Disaster and Non-Disaster Products and Services

- Are disaster and non-disaster, mitigation, or restoration services being offered?:

☒ Yes ☐ No

4. Diversity Programs

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

5. Diverse Vendor Certification Participation

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: _____

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

Respondent certifies that this firm is a HUB

☐ Yes ☒ No

List certifying agency: _____

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

Respondent certifies that this firm is a HUBZone

☐ Yes ☒ No

List certifying agency: _____

e. **Other**

Respondent certifies that this firm is a recognized diversity
certificate holder

☐ Yes ☒ No

List certifying agency: _____

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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BELFOR USA Group, Inc.	
	2 Business name/disregarded entity name, if different from above BELFOR Property Restoration	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 185 Oakland Ave. Suite 150	Requester's name and address (optional)
	6 City, state, and ZIP code Birmingham, MI 48009	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

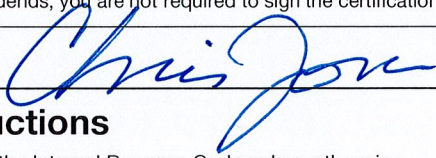
Social security number								
			-					
or								
Employer identification number								
8	4	-	1	3	0	9	1	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 1/3/24
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

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

OPEN RECORDS POLICY

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

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

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

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

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

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

BELFOR would like to identify as confidential the following items on the basis that they contain proprietary information that could harm our position if shared with our competitors. The pages this information are marked *****CONFIDENTIAL*****

1. Staff Bios
2. References

11.26.24

Date

 /CFO

Authorized Signature & Title

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

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

BELFOR USA Group, Inc.

Contact


Signature

Chris Jones

Printed Name

CFO

Position with Company

Address

185 Oakland Avenue
Ste. 150
Birmingham, MI 48009

**Official
Authorizing
Proposal**


Signature

Chris Jones

Printed Name

CFO

Position with Company

Phone

248.594.1144

Fax

248.594.0464

Appendix E, Exhibit A Response



TAB 1: Bid Attributes

1 CONTRACT DURATION

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Kathy LaRosa, Proposal Developer

(Required: Maximum 1000 characters allowed)

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

24

(Required: Numbers only)

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

70,000

(Required: Numbers only)

5 WHAT ARE YOUR BUSINESS HOURS?

BELFOR USA Group, Inc. is a 24/7/365 entity.

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

Yes

(Required: Maximum 1000 characters allowed)

8 ACCOUNT MANAGER NAME

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Gary Alexander

(Required: Maximum 1000 characters allowed)

9 ACCOUNT MANAGER EMAIL

gary.alexander@us.belfor.com

(Required: Email address)

7 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?

Provide your answer in number of DAYS after receipt of order (ARO).

BELFOR USA Group, Inc. is in the emergency response and disaster restoration we are not a manufacturer or product distributor. Response time on the phone is immediate. On-site response time is typically 1 to 2 hours to any client property within 50 miles of a local BELFOR office (barring unforeseen circumstances such as restricted access by authorities, etc.).

(Required: Maximum 1000 characters allowed)

10 ACCOUNT MANAGER PHONE

(631) 316-1720

ext:

(Required)

11 PAYMENT REMITTANCE ADDRESS

BELFOR USA Group, Inc. - 185 Oakland Avenue
Suite 150, Birmingham, MI 48009-3433

general.ledger@us.belfor.com

(Optional: Maximum 1000 characters allowed)

12 PAYMENT REMITTANCE PHONE

(2 4 8) 5 0 2 - 1 8 2 8

ext:

(Optional)

Tamra Reid, Controller

13 CONTRACT/PURCHASE ORDER/QUOTE EMAIL

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.

(Optional: Email address)

N/A

14 CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE

If applicable, please provide a fax number to send orders and quote requests.

(Optional)

N/A

1 REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE

5 Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

N/A

(Optional: Maximum 1000 characters allowed)

1 COMPANY WEBSITE ADDRESS, IF APPLICABLE

6 WWW.BELFOR.COM

(Optional: Enter URL)

1 HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?

7 In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

As this is an account that BELFOR currently services, the Account Manager was notified of the RFP.

(Required: Maximum 1000 characters allowed)

1 REFERENCE 1

8 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

City of Arlington, TX

John Stillings, Facility Manager

(817) 507-6263

101 W. Abram St.

Arlington TX 76010

(Required: Maximum 4000 characters allowed)

1 REFERENCE 1 EMAIL

9 john.stillings@arlingtontx.gov

(Required: Email address)

2 REFERENCE 2

0 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Sayville Public Schools

Danny Castellano, Facilities Director

631-244-6550

99 Greeley Ave Sayville NY, 11782 -2300

Sayville, New York

(Required: Maximum 4000 characters allowed)

2 REFERENCE 2 EMAIL

1 dcastellano@sayvilleschools.org

(Required: Email address)

2 REFERENCE 3

2 Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Westbury Union Free School District

Mike Falcone, Facilities Director

914-329-4316

2 Hitchcock Ln Old Westbury NY, 11568 –1615

Westbury, New York

(Required: Maximum 4000 characters allowed)

2 REFERENCE 3 EMAIL

3

Mfalcone@westburyschools.org

(Required: Email address)

2 THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.

4

- Alabama ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut ☐
Delaware ☐ District of Columbia ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois ☐
☐ Indiana ☐ Iowa ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts ☐
☒ Michigan ☐ Minnesota ☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada ☐
☐ New Hampshire ☐ New Jersey ☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota ☐
☐ Ohio ☐ Oklahoma ☐ Oregon ☐ Pennsylvania ☐ Rhode Island ☐ South Carolina ☐
☐ South Dakota ☐ Tennessee ☐ Texas ☐ Utah ☐ Vermont ☐ Virginia ☐ Washington ☐
☐ West Virginia ☐ Wisconsin ☐ Wyoming ☐ Not in U.S.

(Required: Check only one)

2 RECIPROCITY

5

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

%

N/A

(Optional)

2 PARTIAL AWARD ACCEPTANCE

6 REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☒ I understand.

(Required: Check if applicable)

2 PURCHASE ORDER POLICY

7 REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☒ I understand.

(Required: Check if applicable)

2 ADDENDA NOTIFICATIONS

8 Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☒ I understand.

(Required: Check if applicable)

3 Define any freight charges.

0 N/A

(Required: Maximum 1000 characters allowed)

2 Provide equipment manufacturer, equipment types and discounts off published list price.

9 Please refer to BELFOR's 2024 Rate Schedule, attached.

(Required: Maximum 1000 characters allowed)

<div>3</div> <div>1</div>	<p>Describe how Offeror responds to emergency orders.</p> <p>To activate an emergency response, contact our BELFOR Call Center. BELFOR Call Center - 24/7/365 Emergency Dispatch - 800-856-3333. BELFOR Agents reside in-house operation and maintain information about each contracted BELFOR client and their specified protocols for response. After the Agent asks a few questions about the loss, you will be connected directly with an on-call emergency manager in the nearest responding office who can immediately dispatch personnel and equipment to the emergency scene.</p> <p>Our RED ALERT® Emergency Response Program delivers the utmost level of disaster readiness for our business clients on a local, national or international level. Due to the high demand experienced in area-wide disasters, BELFOR prioritizes clients with whom we have a pre-established relationship before non-RED ALERT®.</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
<div>3</div> <div>2</div>	<p>What is Offeror's average Fill Rate?</p> <p>N/A. BELFOR is not a manufacturer / supplier of goods. BELFOR USA Group, Inc. provides disaster recovery and property restoration services. When disasters or property loss events occur on commercial properties, our 24/7 emergency response services will secure the site, mitigate the impact, and minimize secondary damage.</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
<div>3</div> <div>3</div>	<p>What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.</p> <p>Response time on the phone is immediate.</p> <p>On-site response time is typically 1 to 2 hours to any client property within 50 miles of a local BELFOR office (barring unforeseen circumstances such as restricted access by authorities, etc.</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
<div>3</div> <div>4</div>	<p>Describe Offeror's return and restocking policy.</p> <p>N/A</p> <p>BELFOR USA Group is not a supplier or manufacturer of goods.</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>

35	<p>Describe Offeror's ability to meet service and warranty needs.</p> <p>BELFOR provides a one-year warranty for reconstruction work. Such warranty will commence upon the substantial completion of the applicable services. BELFOR does not provide an express nor an implied warranty for emergency services, or mold or asbestos remediation, and disclaims the implied warranties for workmanlike construction, habitability, fitness for a particular purpose, and merchantability, though this disclaimer does not excuse BELFOR from its obligation to perform such services in a good and workmanlike manner under the circumstances and pursuant to industry</p>
36	<p>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</p> <p>Please refer to the following page or the response.</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
37	<p>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments.</p> <p>Offerors shall describe any associated fees pertaining to credit cards/p-cards.</p> <p>Initial internal audit for compliance, external submission typically 30 to 4 days after completion of project.</p> <p>Net 30. Check, credit card and ACH all acceptable.</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
38	<p>Describe Offeror's contract implementation/customer transition plan.</p> <p>Advertising via mailings and local publications about our relationship, as well as individual visits to all public entities in our local areas to promote it. Training can be offered for their facility teams to teach them what to expect and how to handle property disasters. We have had a lot of interest and success with this approach.</p> <p>We can also discuss partnering with OMNIA to hold workshops for local school districts and municipalities to educate and further promote the advantages of our partnership.</p>
39	<p>Describe the financial condition of Offeror.</p> <p>BELFOR is a \$2B global entity with a strong balance sheet. We invest in people, equipment, and processes to maintain a consistent level of operations around the world, regardless of major disaster events.</p>
40	<p>Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.</p> <p>N/A - Your BELFOR National Account Manager (Gary Alexander) will provide reporting directly to you.</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
41	<p>Describe the Offeror's safety record.</p> <p>BELFOR has an industry leading safety department with unlimited resources to protect our employees. BELFOR has <u>also been proactive reducing the cost per incident and lost days per incident significantly year after year with the goal of becoming the largest company with the lowest injury record among our competitors.</u></p>

Additional responses

36. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc. (Required: Maximum 1000 characters allowed)

Problem Resolution - BELFOR strives to meet or exceed client expectations. If an issue arises, your National Account Manager, Gary Alexander will manage its resolution within 48 hours. He will create a plan of action, and usher the resolution process through to completion while keeping all parties informed of the progress and intended resolution. If project-related and still not solved by the BELFOR Account Manager, the problem escalates for resolution to higher levels of management through a defined structure - from Account Manager to General Manager to Regional Manager and to BELFOR Corporate Officers.

Hours of Operation - BELFOR offices never close. We respond to emergencies 24/7/365.

Services - Emergency Services 24-7-365, Water, Fire, Storm Damage Restoration, Covid-19 Cleaning Services, Reconstruction and Contracting, Mold Remediation, Vial Records Recovery, Electronics and Machinery Restoration, Environmental Services, and Consulting and Pre-planning.

4 Provide a brief history of the Offeror, including year it was established and corporate office location.

2 In 1946, Quality Awning & Construction began and through growth and reputation has evolved into BELFOR Property Restoration, employing over 5,300 in North America and over 10,000 worldwide. By the 1980s, Quality Awning & Construction had changed its focus to insurance-based projects and rebranded as Inrecon, LLC. Inrecon merged with a European environmental services firm. Through acquisitions of property restoration companies worldwide, the BELFOR brand was born in 1998, extending its reach across North America as BELFOR USA Group, Inc. in 1999. We currently have 159 offices in North America alone. Unlike many property restoration companies, each BELFOR office is company owned. This enables consistent training of technicians and a high quality of performance. This differentiator means BELFOR can deliver a united response in area-wide catastrophes anywhere in the world. Our headquarters are in Birmingham, Michigan.

4 Describe Offeror's reputation in the marketplace. BELFOR is the provider of choice for insurance companies and insureds, renowned for professionalism on both large and small projects, ability to minimize business interruption, and capacity to rally massive resources during community-wide catastrophes. With 159 locations in North America and over 550 around the world, our unmatched depth of resources and knowledge, proven response capabilities, and comprehensive service offerings make us the contractor of choice for public and private entities of all types and sizes across the country. We have developed our leadership position through a corporate culture of superior service, accountability, internal growth, and strategic acquisition.

4 Describe Offeror's reputation of products and services in the marketplace.

4 BELFOR has a long history in the disaster restoration industry and is recognized by others in the field as a leader, based on:

- Experience: our 78-year history of comprehensive response to losses, large and small.
- Key Personnel: extensive experience working with various industries, including K-12, Higher Ed, Manufacturing, Municipal, and the private sector.
- Prepared: provides a high level of pre-planning and account management to clients.

4 Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

N/A

(Required: Maximum 4000 characters allowed)

4 Describe the experience and qualifications of key employees.

6 The same team has served OMNIA for the past several years. This ensures a clear understanding of OMNIA Partners' expectations and the criticality of getting properties to pre-loss condition as quickly and safely as possible.

Please refer to the staff bios beginning on page 45.

4 Describe Offeror's experience working with the government sector.

7 Municipalities, schools and colleges around the country rely on BELFOR's full range of restoration service offerings to ensure their Continuity of Operations (COOP). We pre-plan closely with our City and County government and educational clients so that we will work as a team and engage the proper priorities immediately after impact

(Required: Maximum 1000 characters allowed)

48 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

N/A

(Required: Maximum 1000 characters allowed)

49 Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Since our inception in 1946, BELFOR has been the restoration service provider of choice for municipalities and governmental institutions of all sizes. With our capabilities of providing response and service for small as well as large projects through our network of local offices, we become an invaluable partner to our institutional clients for day-to-day operational issues as well as catastrophic circumstances. Even though we routinely perform multi-million dollar projects around the country, the vast majority of local BELFOR projects are under \$10,000.

50 Indicate if Offeror is licensed to do business in all 50 states.

☒ Yes

☐ No

(Required: Check all that apply)

51 Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. (Required: Maximum 4000 characters allowed)

In addition to our industry leading mitigation remediation and restoration skills, 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, without influence 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. This flexibility and ability to mobilize immediately makes us an attractive resource to private, municipal, educational, healthcare and governmental entities alike.

BELFOR is a fully licensed General Contractor and has been the #1 Restoration Company on the Top 500 U.S. Remodelers List since 2001 as determined by National Association of the Remodeling Industry and the Remodelers Council of the National Association of Home Builders.

BELFOR Environmental Services, DUCTZ International (Air Duct Cleaning) and HOODZ (Restaurant Hood Cleaning) are three examples of BELFOR-owned companies that can provide critical services in tandem with our restoration teams. BELFOR Environmental Services brings years of experience in providing immediate response as well as non-emergency remediation for hazardous materials, chemical spills, lead paint and asbestos.

BELFOR prequalifies and maintains long-standing relationships with auxiliary service providers in the local market as well as national vendors who provide 24/7/365 service. Examples include scissor lift operators, demolition companies, dump truck and freezer truck resources, tree removal companies, fencing, plumbing, electrical, HVAC and security firms. Nationally, an extensive network of subcontractors enables us to deploy resources to the benefit of our clients when time is critical. Strong relationships with major national subcontractors and suppliers such as Lowe's, Aggreko, United Rental, and Sunbelt Rentals ensure our clients quality service and fast, cost-effective response.

52 Include a per diem rate.

Refer to BELFOR's 2024 Rate Schedule, attached.

(Required: Maximum 1000 characters allowed)

53

For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.

As stated in the 2024 National Rate Schedule attached to this submission, 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 will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

(Required: Maximum 1000 characters allowed)

54

Is pricing available for all products and services?

Yes.

(Required: Maximum 1000 characters allowed)

55

Describe any shipping charges (where applicable).

N/A

(Required: Maximum 1000 characters allowed)

56

Provide pricing for warranties on all products and services.

BELFOR guarantees materials and equipment for one year at no additional charge.

(Required: Maximum 1000 characters allowed)

57

Describe any return or restocking fees.

N/A

(Required: Maximum 1000 characters allowed)
(Required: Maximum 1000 characters allowed)

58

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

N/A

5 Describe how customers verify they are receiving Contract pricing.

9 All clients of this contract would have made available to them all contract details and pricing as part of said contract, via web-based media or a flash drive overnighted at no charge. If R. S. Means is utilized for estimating, it enables auditing by the client.

(Required: Maximum 1000 characters allowed)

6 Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

0 Price gouging is forbidden at BELFOR and cause for termination for any employee. All BELFOR locations are required to follow the approved governing pricing guideline (either the BELFOR National Rate and Material Schedule or industry standard pricing established through Xactimate). There may some increase in prices during a CAT should normal costs increase during the crisis.

(Required: Maximum 1000 characters allowed)

6 Describe how future product introductions will be priced and align with Contract pricing proposed.

1 N/A - BELFOR offers emergency services, not products.

(Required: Maximum 1000 characters allowed)

6 Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

2 Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

N/A

(Optional: Maximum 1000 characters allowed)

6 Minority Women Business Enterprise Certification

3 If yes, list certifying agency.

N/A

(Optional: Maximum 1000 characters allowed)

6 Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

4 If yes, list certifying agency.

N/A

(Optional: Maximum 1000 characters allowed)

6 Historically Underutilized Business (HUB) Certification

5

6
2**Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

N/A

(Optional: Maximum 1000 characters allowed)

6
3**Minority Women Business Enterprise Certification**

If yes, list certifying agency.

N/A

(Optional: Maximum 1000 characters allowed)

6
4**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

N/A

(Optional: Maximum 1000 characters allowed)

6
5**Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

N/A

(Optional: Maximum 1000 characters allowed)

6
6**Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

N/A

(Optional: Maximum 1000 characters allowed)

6
7**Other recognized diversity certificate holder**

If yes, list certifying agency

N/A

(Optional: Maximum 1000 characters allowed)

68 Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

BELFOR has successful relationships with several Public Agencies. We will employ our best efforts to demonstrate the advantages of partnering with OMNIA. Because we are a privately-owned company, we do not disclose other contracts we hold.

(Required: Maximum 4000 characters allowed)

69 Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

☐ Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☒ X

70 Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☒ Yes

☐ No

(Required: Check all that apply)

71 Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☒ Yes

☐ No

(Required: Check all that apply)

7
2

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support - Michael Yellen, COO, jennifer.kama@us.belfor.com, 248.594.1144
- Marketing - Gary Alexander, General Manager, gary.alexander@us.belfor.com, 631.964.8900
- Sales - Jeremy Longo General Mgr, jeremy.longo@us.belfor.com, 631-388-2425
- Sales Support - same as above
- Financial Reporting - Gary Alexander, General Manager, gary.alexander@us.belfor.com, (631.964.8900
- Accounts Payable - Tamra Reid, Controller, tamra.reid@us.belfor.com, 248.502.1828
- Contracts - Rachel Manos, General Counsel, rachel.manos@us.belfor.com , 248.594.1144

(Required: Maximum 1000 characters allowed)

7
3

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

There are 1approximately 150 salespeople located in local BELFOR offices across the country that each directly report to a regional manager or sales manager in their area. Those Regional Managers report up to the Executive Team in Birmingham, MI.

(Required: Maximum 4000 characters allowed)

7
4

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Where appropriate, BELFOR will promote OMNIA Partners. In New York, retired public entity officers who call on schools and municipalities to promote OMNIA and BELFOR's services. Other BELFOR offices around the country will be encouraged to participate using the New York model as a starting point.

(Required: Maximum 4000 characters allowed)

7
5

Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Currently, all Belfor offices are aware of the OMNIA partnership. All participating offices promote this benefit as appropriate. All of this will be overseen by the BELFOR Account Manager identified above.

(Required: Maximum 4000 characters allowed)

- 7** State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of
6 Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Please refer to the next page.

(Required: Maximum 4000 characters allowed)

- 7** Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration
7 Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$

(Optional: Numbers only)

- 7** Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration
8 Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$

(Optional: Numbers only)

- 7** Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration
9 Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$

(Optional: Numbers only)

- 8** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate
0 your review and acceptance.

☒ Yes

(Required: Check if applicable)

- 8** Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of
1 the obligations set forth in this proposal.

☒ Yes

(Required: Check if applicable)

- 8** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab.
2 Indicate your review and acceptance.

☒ Yes

(Required: Check if applicable)

76. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Public Agencies

Customer Company	Contract \$	Key Contact
Brentwood Union Free School District	\$ 5,000,000.00	Miguel Cruz
Hillsborough Community College	\$ 1,920,000.00	Stacy Beasley
Sayville Union Free School District	\$ 1,200,000.00	Danny Castellano
New York City Housing Authority	\$ 1,035,135.41	Richard Stropoli
Palm Beach State College	\$ 302,268.15	Ray Coulter
Region 4 ESC (EMS & REPAIR)	\$ 1,588,542.99	Vincent Rivera
Region 4 ESC (NEW CONSTRUCTION)	\$ 30,000.00	Vincent Rivera
Stark Metropolitan Housing Authority	\$ 901,163.12	Susan Castellucci
State College of Florida Manatee-Sarasota	\$ 700,000.00	Chris Wellman
Valencia College	\$ 45,218.70	Steve Mammino
Grand Total	\$ 12,719,328.37	

8 Products/Pricing - Upload on Response Attachments Tab

3

i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories.

· Complete the applicable Pricing information

o Provide equipment manufacturer, equipment types and discount off published list price.

o Define any freight charges.

o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response.

o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D.

Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

8 Not to Exceed Pricing

4

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

8 Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

5

Please refer to the following page.

(Required: Maximum 1000 characters allowed)

85. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

BELFOR has over 100 offices in the U.S. that are strategically located so that key metropolitan areas are within close proximity to a fully-equipped and fully-staffed BELFOR office to facilitate quick response in the event of a loss. See the following pages for detailed US Office listings.

State	Area	Address #1	Address #2	City	State	Zip	Phone	Fax Number	General Manager	GM Email	Office No.
AK	Little Rock	15314 Alexander Road		Alexander	AR	72002	501.455.2200	501-455-2250	Steven Acklin	steve.acklin@us.belfor.com	1245
AL	Birmingham	2425 2nd Ave. South		Birmingham	AL	35233	205.458.9106	205-458-0315	Jason King	jason.king@us.belfor.com	1062
AL	Mobile	132 East Interstate 65 Service Road N		Mobile	AL	36607	251.471.1115	251-471-1119	Robert Chapman	robert.chapman@us.belfor.com	1138
AZ	East Valley Chandler	3240 N Delaware Street		Chandler	AZ	85225	480.885.7269	408-857-7271	Aaron Grace	aaron.grace@us.belfor.com	1228
AZ	Phoenix	23610 N 20th Drive	Suite 2	Phoenix	AZ	85085-0627	623.434.3333	623-434-1515	Jason Roberts	jason.roberts@us.belfor.com	1046
AZ	Tucson	3248 North Freeway Industrial Loop	Suite 104	Tucson	AZ	85705-5066	520.408.6900	520-408-5009	Warren Lindell	warren.lindell@us.belfor.com	1057
CA	Bakersfield	3553 Landco Drive	Suite A	Bakersfield	CA	93308-6169	661.636.0760	661-636-0761	Kimberly Gattis	kimberly.gattis@us.belfor.com	1103
CA	Fresno	4328 N Brawley Ave		Fresno	CA	93722	559.244.0811	559-244-0812	Jerry Randrup	jerry.randrup@us.belfor.com	1027
CA	Los Angeles	2920 E. White Star Avenue		Anaheim	CA	92806	714.632.7685	714-632-7688	Trever Austin	trever.austin@us.belfor.com	1007
CA	Modesto	4713 Greenleaf Court	Unit C	Modesto	CA	95356	209.236.1100	209-236-1133	Hollie Pimentel	hollie.pimentel@us.belfor.com	1178
CA	Palm Springs	74885 Joni Drive	Suite #1	Palm Desert	CA	92260	760.832.6964	760-832-7793	Jeff Stone	jeffrey.stone@us.belfor.com	1027
CA	Riverside	3443 Durahart Street		Riverside	CA	92507-3452	951.682.7000	951-682-7100	Jeff Gildner	jeff.gildner@us.belfor.com	1119
CA	Sacramento	3132 Dwight Road	Suite 300	Elk Grove	CA	95758	916.399.1865	916-399-9388	Grant Cody	grant.cody@us.belfor.com	1059
CA	San Diego	9060 Activity Road	Suite A	San Diego	CA	92126	858.847.9886	858-847-9878	Eugene Svehla	eugene.svehla@us.belfor.com	1053
CA	San Fernando Valley	27 West Easy Street	Suite 403	Simi Valley	CA	93065-6232	805.584.9905	805-584-9987	Mark Chenelia	mark.chenelia@us.belfor.com	1065
CA	San Francisco	2365 Industrial Pkwy West		Hayward	CA	94545-5005	510.785.3473	510-887-9110	Scott Weitzman	scott.weitzman@us.belfor.com	1039
CA	San Jose	2297 Ringwood Avenue		San Jose	CA	95131	408.929.3473	408-929-3477	Scott Weitzman	scott.weitzman@us.belfor.com	1040
CO	Colorado Springs	5735 Observation Court		Colorado Springs	CO	80916	719.447.0888	719-447-1888	Aries Joos	aries.joos@us.belfor.com	1013
CO	Denver	5085 Kalamath Street		Denver	CO	80221	303.425.9700	303-425-9499	Aries Joos	Aries.joos@us.belfor.com	1010
CT	Wallingford	30 N Plains Industrial Road		Wallingford	CT	06492	203.949.8660	203-949-0267	Marc Mitchell	marc.mitchell@us.belfor.com	1134
DE	Newark	229 Lake Drive		Newark	DE	19702	302.266.4994	302-266-4176	Daryl Tunno	daryl.tunno@us.belfor.com	1214
FL	Destin	303 Lewis Street		Fort Walton	FL	32547	850.659.7574		Jason McGlinchey	jason.mcglinchey@us.belfor.com	1241
FL	Fort Myers	28120 Hunters Ridge Blvd.	Suite 6	Bonita Springs	FL	34135	239.304.8787	239-304-8790	Ryan Garmley	ryan.garmley@us.belfor.com	1061
FL	Jacksonville	10416 New Berlin Road	#8	Jacksonville	FL	32226-2216	904.240.0082	904-980-9315	Jason McGlinchey	jason.mcglinchey@us.belfor.com	1180
FL	Miami	11471 Interchange Circle South		Miramar	FL	33025	786.671.3828		Paul Konen	paul.konen@us.belfor.com	1240
FL	Ocala	2200 NE 36th Street	Suite 501	Ocala	FL	33470	352.505.0889	352-505-3685	Jason McGlinchey	jason.mcglinchey@us.belfor.com	1238
FL	Orlando	7100 TPC Drive	Suite 450	Orlando	FL	32822	407.856.6970	407-856-6977	Jason McGlinchey	jason.mcglinchey@us.belfor.com	1009
FL	Palm Beach	1300 W Industrial Ave.	#106	Boynton Beach	FL	33426	561.288.5274		Nicholas Partington	nick.partington@us.belfor.com	1235
FL	South Florida	1520 S. Powerline Road	Suite A	Deerfield Beach	FL	33442	954.596.8989	954-596-5155	Paul Konen	paul.konen@us.belfor.com	1006
FL	Tallahassee	5018 Tennessee Capital Boulevard		Tallahassee	FL	32303	448.206.3717		Jason McGlinchey	jason.mcglinchey@us.belfor.com	1239
FL	Tampa	5433 W Crenshaw Street		Tampa	FL	33634	813.386.3473	813-386-3469	Charlie O'Connor	charlie.oconnor@us.belfor.com	1044
GA	Atlanta	2300 Fourth Street		Tucker	GA	30084-4431	770.939.0128	770-939-4571	Jason King	jason.king@us.belfor.com	1014
GA	Savannah	1000 Business Center Drive	Suite 90	Savannah	GA	31405	912.966.8093	912-966-8094	Derrick Snyder	derrick.snyder@us.belfor.com	1135
GA	West Atlanta	120 Interstate North Pkwy.	Suite 156	Atlanta	GA	30339	770.939.0128		Jason King	jason.king@us.belfor.com	Satellite*
HI	Oahu	99-833 Iwaena Street		Aiea	HI	96701	808.486.9388	808-486-9385	Jeremy Schmalfeldt	jeremy.schmalfeldt@us.belfor.com	1107
ID	Boise	1100 Taylor Ave.	Suite 108	Meridian	ID	83642	208.321.4888	208-321-4777	Nick Bradshaw	nick.bradshaw@us.belfor.com	1140
ID	Idaho Falls	1748 Piper Street		Idaho Falls	ID	83401	208.579.6322		Sean Stark	sean.stark@us.belfor.com	1231
IL	Aurora	2600 Beverly Drive	#105	Aurora	IL	60502	630.898.3200		Brody Jandris	brody.jandris@us.belfor.com	Satellite*
IL	Chicago	650 Anthony Trail	Suite B	Northbrook	IL	60062-2542	847.205.0580	847-205-0582	Jeff Eyles	jeff.eyles@us.belfor.com	1002
IL	Chicago West	1938 University Lane	Suite A	Lisle	IL	60532	630.953.8350	630-953-0714	Jeff Eyles	jeff.eyles@us.belfor.com	1011
IN	Indianapolis	6205 Morenci Trail		Indianapolis	IN	46268	317.297.3443	317-297-3456	Doug Rosenbloom	doug.rosenbloom@us.belfor.com	1038
IN	Northwest Indiana	8267 Wright Street	Unit A	Merrillville	IN	46410	219.641.3333		Connie Vizena	connie.vizena@us.belfor.com	1185
KS	Kansas City	9202 Barton Street		Overland Park	KS	66214	913.371.8200	913-371-4600	Rodney Todd	rodney.todd@us.belfor.com	1024
KS	Wichita	100 West 61st Street N.		Wichita	KS	67219	316.260.4227	316-260-4254	Sam Shaffer	sam.shaffer@us.belfor.com	1142
KY	Louisville	2241 Ampere Drive		Louisville	KY	40299	502.893.7059	502-245-5397	Chris Conner	chris.conner@us.belfor.com	1132
LA	Baton Rouge	11224 Pennywood Ave.		Baton Rouge	LA	70809	225.963.9998		Robert Chapman	robert.chapman@us.belfor.com	1149
LA	New Orleans	5605 Salmen St.		New Orleans	LA	70123	504.456.6768	504-456-6768	Andrew Burns	andrew.burns@us.belfor.com	1234
MA	Boston	138 Bartlett Street		Marlborough	MA	01752	508.485.9780	508-485-9783	John Sauer	john.sauer@us.belfor.com	1019
MD	Baltimore	1500 Caton Center Drive	Suite E	Baltimore	MD	21227	410.501.3475	443-304-2564	Gil Wilt	gil.wilt@us.belfor.com	1171
MD	Beltsville	12000 Indian Creek Court	Suite A	Beltsville	MD	20705	301.937.6748	301-937-6921	Gil Wilt	gil.wilt@us.belfor.com	1004
ME	Portland	60 Gray Road	Unit H1	Falmouth	ME	04150	207.800.1377		Curt Knutsen	curt.knutsen@us.belfor.com	1233
MI	Ann Arbor	2643 E. Michigan Avenue		Ypsilanti	MI	48198	734.994.7790	734-245-4764	Tammy Simrak	tammy.simrak@us.belfor.com	1018
MI	Birmingham	185 Oakland Avenue	Suite 150	Birmingham	MI	48009-3433	248.594.1144	248-594-0464			Corporate HQ
MI	Fenton	3041 Thompson Road		Fenton	MI	48430-9705	810.714.6262	810-750-4357	Chris Sehnert	chris.sehnert@us.belfor.com	1193
MI	Grand Rapids	571 Gordon Industrial Court	Suite F	Byron Center	MI	49315	616.554.0855	616-554-1496	Doug Fraser	doug.fraser@us.belfor.com	1030

State	Area	Address #1	Address #2	City	State	Zip	Phone	Fax Number	General Manager	GM Email	Office No.
MI	Lansing	3421 James Phillips Drive	Suite B	Alaiedon Township	MI	48864-6501	517.827.4440	517-827-4330	Tammy Simrak	tammy.simrak@us.belfor.com	1181
MI	Livonia	28400 Schoolcraft Road		Livonia	MI	48150	734.261.7764	734-261-7765	John Rybski	john.rybski@us.belfor.com	1001
MI	Macomb	126 N Groesbeck Hwy	Suite B	Mt. Clemens	MI	48043	586.949.2200	586-949-5910	Chris Sehnert	chris.sehnert@us.belfor.com	1184
MI	Troy	1849 W Maple Rd	Suite 100	Troy	MI	48084	248.269.7979	248-269-7940	Chris Sehnert	chris.sehnert@us.belfor.com	1037
MN	Minneapolis	2950 Xenium Lane N.	Suite 140	Plymouth	MN	55441	952.882.9495	952-882-9481	Adam Hartner	adam.hartner@us.belfor.com	1071
MO	St. Louis	616 Spirit Valley East Drive		Chesterfield	MO	63005	636.728.0580	636-537-1350	Steve Stodnick	steve.stodnick@us.belfor.com	1195
NC	Charlotte	4800 Sirius Lane	Suite F	Charlotte	NC	28208	704.423.0444	704-423-1244	Joshua Aponte	joshua.aponte@us.belfor.com	1047
NC	Raleigh	2933 South Miami Boulevard	Suite 116	Durham	NC	27703	919.789.8510	919-789-8520	Scott A Chapman	scott.a.chapman@us.belfor.com	1129
NC	Winston-Salem	116 Majestic Way Court		Kernersville	NC	27284	336.992.2252	336-992-2254	Scott A Chapman	scott.a.chapman@us.belfor.com	1128
NE	Omaha	9855 S 140th Street	Suite 3	Omaha	NE	68138	402.891.1300	402-891-1303	Chad Schwarting	chad.schwarting@us.belfor.com	1118
NH	New Hampshire	40 Terrill Park Drive	Unit 5	Concord	NH	03301	603.943.7680	603-943-7677	John Sauer	john.sauer@us.belfor.com	1133
NJ	Northern New Jersey	50 Ethel Road West		Piscataway Township	NJ	08854	732.317.4500	732-317-4502	Tom Cristello	tom.cristello@us.belfor.com	1127
NJ	South Jersey	41 Twosome Drive	Suite 6	Moorestown	NJ	08057	856.866.0660	856-866-0970	Victor Defilippis	victor.defilippis@us.belfor.com	1034
NM	Albuquerque	6721 Edith Blvd NE	Suite F	Albuquerque	NM	87113-1398	505.342.1205	505-342-1208	Brandy Smotts	brandy.smotts@us.belfor.com	1063
NV	Las Vegas	2915 Coleman Street		North Las Vegas	NV	89032	702.933.6866	702-933-6869	Charles Osborne	charles.osborne@us.belfor.com	1058
NV	Reno	50 Artisan Means Way	Suite B	Reno	NV	89511	775.424.3200	775-356-0633	Peter Schmidt	peter.schmidt@us.belfor.com	1066
NY	Albany	2191 Central Avenue		Schenectady	NY	12304	518.320.8333	518-320-8434	Mike Kwart	mike.kwart@us.belfor.com	1242
NY	Hudson Valley	1073 Route 94	Unit 29	New Windsor	NY	12553	877.881.3030	914-798-3890	Stephen DeLillo	stephen.delillo@us.belfor.com	Satellite*
NY	Long Island	60 Raynor Avenue		Ronkonkoma	NY	11779	631.964.8900	631-964-8901	Jeremy Longo	jeremy.longo@us.belfor.com	1069
NY	New York City	58-17 59th Drive		Maspeth	NY	11378	646.340.1010	646-340-1089	Jeremy Longo	jeremy.longo@us.belfor.com	1144
NY	Westchester	75 Virginia Road		North White Plains	NY	10603	914.798.1440	914-798-3890	Seteve Delillo	stephen.delillo@us.belfor.com	1070
NY	White Plains	75 Virginia Road		North White Plains	NY	10603	914.592.2849	914-592-1367	Thomas Avezzano	tom@allprorestoration.com	1216
OH	Akron	79 Cuyahoga Falls Industrial Parkway		Peninsula	OH	44264	330.916.6468	330-916-6470	Scott Halliwill	scott.halliwill@us.belfor.com	1041
OH	Cincinnati	3187 Cunagin Drive		Fairfield	OH	45014	513.860.3111	513-860-3134	Mark Swope	mark.swope@us.belfor.com	1054
OH	Cleveland	1163 E 40th Street		Cleveland	OH	44114	216.331.5308	330-916-6470	Scott Halliwill	scott.halliwill@us.belfor.com	Satellite*
OH	Columbus	7795 Corporate Boulevard	Suite E	Plain City	OH	43064	614.873.6400	614-873-6460	Aaron Huffman	aaron.huffman@us.belfor.com	1042
OH	Dayton	5928 Executive Boulevard		Dayton	OH	45424	937.310.3017		Aaron Huffman	aaron.huffman@us.belfor.com	Satellite*
OK	Oklahoma City	4132 Will Rogers Parkway	Suite 500	Oklahoma City	OK	73108	405.917.7067	405-917-7064	Trevor Kleine	trevor.kleine@us.belfor.com	1064
OK	Tulsa	12626 E 60th Street	Suite 111	Tulsa	OK	74146	918.622.7234	918-622-3852	Mark Moesta	mark.moesta@us.belfor.com	1026
OR	Medford	2067 Cardinal Avenue		Medford	OR	97504-9746	541.664.5454	541-664-5450	Steve Fricano	steve.fricano@us.belfor.com	1016
OR	Portland	12823 NE Airport Way		Portland	OR	97230-1030	503.408.8880	503-408-8716	Gary Morrison	gary.morrison@us.belfor.com	1020
OR	Springfield	587 Shelley Street		Springfield	OR	97477-1968	541.726.9905	541-747-1263	Erik Emanuel	erik.emanuel@us.belfor.com	1021
OR	Willamette Valley	10165 SW Commerce Circle	Suite H	Wilsonville	OR	97070	503.655.4739	503-655-5845	John Latshaw	john.latshaw@us.belfor.com	1224
PA	Allentown	754 Roble Road	Suite 150	Allentown	PA	18109	484.488.3990	484-488-3994	Jeff Horvath	jeff.horvath@us.belfor.com	1164
PA	Center City	444 North 3rd Street	First Floor, Suite 103	Philadelphia	PA	19123	215.238.1136	215-238-1143	Victor Defilippis	victor.defilippis@us.belfor.com	Satellite*
PA	Harrisburg	2780 Commerce Drive	Suite 200	Middletown	PA	17057	717.939.9090	717-939-9097	Anthony Dattoi	anthony.dattoi@us.belfor.com	1056
PA	Philadelphia	410 Clover Mill Road		Exton	PA	19341	610.594.5566	610-594-1515	Victor Defilippis	victor.defilippis@us.belfor.com	1043
PA	Pittsburgh	1100 Cuddy Lane		Cuddy	PA	15031	412.257.9997	412-257-9913	Aaron Huffman	aaron.huffman@us.belfor.com	1003
SC	Charleston	7629 Southrail Road		North Charleston	SC	29420	843.767.0711	843-767-0714	Andrew Kean	andrew.kean@us.belfor.com	1032
SC	Columbia	104 Corporate Boulevard	Suite 401	West Columbia	SC	29169	803.772.9922	803-708-9894	Michael Forsythe	michael.forsythe@us.belfor.com	1130
SC	Greenville	111 Fortis Drive		Duncan	SC	29334	864.565.8851	864-565-8852	Michael Forsythe	michael.forsythe@us.belfor.com	1139
SC	Myrtle Beach	1440 Executive Ave		Myrtle Beach	SC	29577	843.626.7391	843-448-9239	Steve Kahn	steve.kahn@us.belfor.com	1223
TN	Bristol	90 Bristol College Drive		Bristol	TN	37620-1715	423.968.5000	423-968-5005	Danny Carter	danny.carter@us.belfor.com	1110
TN	Chattanooga	4317 N Creek Road		Chattanooga	TN	37406	423.486.1980	723-486-1981	Aaron Sheppard	aaron.sheppard@us.belfor.com	1186
TN	Knoxville	10215 Upper Ridge Way		Knoxville	TN	37932	865.671.2662	865-671-2663	Bryan Goldberg	bryan.goldberg@us.belfor.com	1111
TN	Memphis	1656 Shelby Oaks Drive	Suite 1	Memphis	TN	38134	901.452.0251	901-324-0071	Adam Wigington	adam.wigington@us.belfor.com	1028
TN	Nashville	595 Stewarts Ferry Pike		Nashville	TN	37214	615.885.6577	615-885-6517	Russ Daily	russ.daily@us.belfor.com	1029
TX	Austin	11525-B Stonehollow Drive	Suite 235	Austin	TX	78758	512.610.3015	512-610-3017	Matt McCarty	matt.mccarty@us.belfor.com	1157
TX	Belton	1206 W. Avenue O		Belton	TX	76513	254.939.1468	254-939-1484	Nicholas Hugo	nick.hugo@us.belfor.com	1105
TX	Corpus Christi	134 Heinsohn Road	Suite B	Corpus Christi	TX	78407	361.504.0845	361-289-2992	Sam Beecher	sam.beecher@us.belfor.com	1199
TX	College Station-Bryan	12903 STATE HWY 30.	Suite 300	College Station	TX	77845	979.703.1770		Nathaniel "Barney" Owen	nathaniel.owen@us.belfor.com	1247
TX	Dallas	15600 Trinity Boulevard	Suite 106	Grand Prairie	TX	76155	972.975.1600	972-988-0564	Marcus Garza	marcus.garza@us.belfor.com	1036
TX	Fort Worth - TECHNICAL	2425 Blue Smoke Court South		Fort Worth	TX	76105	817.535.6793	817-536-1167	Matt McCarty	matt.mccarty@us.belfor.com	2013
TX	Houston	8872 Fallbrook Drive		Houston	TX	77064	713.263.1194	713-263-1197	John Lefevre	john.lefevre@us.belfor.com	1031
TX	San Antonio	12137 Valliant Street		San Antonio	TX	78216	210.399.3315	210-525.8511	Patrick McGrath	patrick.mcgrath@us.belfor.com	1200
TX	Waco	4820 IH 35 North		Waco	TX	76705	254.799.8400	254-799-1487	Nathaniel "Barney" Owen	nathaniel.owen@us.belfor.com	1104

State	Area	Address #1	Address #2	City	State	Zip	Phone	Fax Number	General Manager	GM Email	Office No.
UT	Salt Lake City	870 Robinson Drive	Suite F	North Salt Lake	UT	84054-2957	801.936.1212	801-936-0718	Nick Bradshaw	nick.bradshaw@us.belfor.com	1067
VA	Richmond	2161 Tomlynn Street		Richmond	VA	23230	804.342.7444	804-342-7443	Scott Royster	scott.royster@us.belfor.com	1045
VA	Sterling	21300 Ridgetop Circle	Suite 150	Sterling	VA	20166	703.450.3900	703-450-0358	Kent Gaines	kent.gaines@us.belfor.com	1005
VA	Virginia Beach	909 Executive Court		Chesapeake	VA	23320	757.547.9400	757-547-3866	David Elgin	david.elgin@us.belfor.com	1023
WA	Seattle	4320 South 131st Place	Suite 100	Seattle	WA	98168	206.632.0800	206-547-0800	Kurt Davis court	kurt.daviscourt@us.belfor.com	1015
WA	Spokane	10020 East Knox Avenue	Suite 100	Spokane	WA	99206	509.893.0001	509-893-0006	Gary Valkenaar	gary.valkenaar@us.belfor.com	1017
WA	Vancouver	1009 W 13th Street		Vancouver	WA	98660	360.718.9119	360-718-9114	Gary Morrison	gary.morrison@us.belfor.com	1226
WI	Milwaukee	2936 S. 166th Street		New Berlin	WI	53151	414.476.3720	414-476-3721	Quinn Hanson	quinn.hanson@us.belfor.com	1048

8 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the**
6 **strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for**
Public Agencies to supplier's teams nationwide,

to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

BELFOR and OMNIA have been restoration partners for many years. We have established a strong marketing strategy and will continue to develop a working relationship with Public Agencies and promote the benefits of the program - not just for our services but for many products and services.

(Required: Maximum 4000 characters allowed)

8 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the**
7 **strategy to market the Master Agreement to current Participating Public Agencies, existing Public**
Agency customers of Supplier, as well as to prospective

Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Please refer to the following page.

(Required: Maximum 4000 characters allowed)

87. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,...etc.

BELFOR Proposed Marketing Plan

BELFOR will continue to market our national relationship with Omnia and its benefits, both to BELFOR and for any public entity prospects with whom they are in discussions.

Co-branded materials – These will be shared and encouraged by use with all offices wishing to participate.

Conference Participation - We are open to conference participation once we understand which ones are most beneficial. If provided, we will display a sign at our table that to let attendees know we are with OMNIA Partners. Currently, we attend targeted state and local conferences for business, facility directors, business directors and superintendents to promote it.

Direct Relationship Marketing - Our main form of promotion in New York is to visit each individual entity, develop a working relationship with the facility/business official and promote the benefits of the program - not just for our services but for many products and services. We hire retired school officials for this purpose. They often know the individuals at these public entities and can relate to their everyday work pressures as they have lived it themselves. This is a very close knit community and having one of their own to commiserate with is highly effective.

BELFOR has direct marketing, network marketing, e-marketing, national marketing, and local marketing campaigns of varying scale in place with a variety of clients. BELFOR will work with OMNIA Partners to develop a campaign that will be the most beneficial in educating potential users about BELFOR and the benefits of utilizing OMNIA Partners and this restoration services contract.

8 GENERAL TERMS AND CONDITIONS

- 8** Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.
- ☒ I certify compliance with this attribute.
(Required: Check if applicable)

8 DEVIATIONS TO TERMS AND CONDITIONS

- 9** Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.
- ☒ I certify compliance with this attribute.
(Required: Check if applicable)

9 FELONY CONVICTION NOTIFICATION

- 0** State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".
- Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".
- Subsection (c) states "this section does not apply to a publicly held corporation".
- Use the list of values associated with this item to identify your status as it relates to this legal requirement.
- ☒ Non-Felon - person/owner IS NOT a convicted felon
- ☐ Not Applicable-firm is a publicly held corporation ☐ Felon - person/owner IS a convicted felon
- (Required: Check only one)

9 NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

- 1** If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.
- If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.
- N/A
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- (Required: Maximum 1000 characters allowed)

**9
2** **CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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3** **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

☒ **OPTION A - Not HUB** ☐ **OPTION B - HUB**

(Required: Check only one)

9 DISCLOSURE OF INTERESTED PARTIES

- 4** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
- (1) requires an action or vote by the governing body; or
 - (2) has a value of \$1 million or more; or
 - (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
 - *the value of the contract cannot be determined at the time the contract is executed; and*
 - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☒ I certify compliance with this attribute.

(Required: Check if applicable)

9 CONFLICT OF INTEREST QUESTIONNAIRE

5 Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☐ I certify compliance with this attribute. N/A

(Required: Check if applicable)

9 ENTITIES THAT BOYCOTT ISRAEL

6 Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

9 FOREIGN TERRORIST ORGANIZATIONS

7 Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

9 FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

8 Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

9 ENERGY COMPANY BOYCOTT PROHIBITED

9 Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

***EXCEPTION:** Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☒ I certify compliance with this attribute.
(Required: Check if applicable)

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OPEN RECORDS POLICY

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

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

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

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

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

☐ OPTION A - No proprietary information ☒ OPTION B - Proprietary information marked

(Required: Check only one)

Client references and staff bios as proprietary and are marked as confidential.

102 **CONSENT TO RELEASE PROPOSAL TABULATION**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

103 **CONTRACTING INFORMATION**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan);

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

104 **ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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5** **FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(Required: Check if applicable)

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6** **FEDERAL RULE (B) - TERMINATION CONDITIONS**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

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(Required: Check if applicable)

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7** **FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY**

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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8** **FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

☒ I certify compliance with this attribute.
(Required: Check if applicable)

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9** **FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

☒ I certify compliance with this attribute.
(Required: Check if applicable)

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0** **FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

☒ I certify compliance with this attribute.
(Required: Check if applicable)

1 FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

1 (G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

1 FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

1 (H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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3 **FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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4 **FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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5** **FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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6** **FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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7** **FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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8 **FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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9 **FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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0 **FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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1 **APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

1 COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

2 When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor
2 certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☒ I certify compliance with this attribute.
(Required: Check if applicable)

1 **INDEMNIFICATION**

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3 **Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

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CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☒ I certify compliance with this attribute.

(Required: Check if applicable)

Supplier Information

Company Name: BELFOR USA Group, Inc.

Contact Name: **HQ**

Chris Jones, CFO

Address: 185 Oakland Avenue

Suite 150

Birmingham, MI 48009

Account

Gary Alexander, National Account Manager

60 Raynor Avenue

Ronkonkoma, NY 11779

Phone: 248.594.1144

631.964.8900

Fax: 248.594.0464

631.964.8901


Email: Chris.Jones@us.belfor.com

Gary.Alexander@us.belfor.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Jones



Print Name

Signature

TAB 1

APPENDIX B



TAB 2

OFFEROR'S EXPERIENCE AND REPUTATION



"THIS IS WHAT WE DO!"

—SHELDON YELLEN, **CEO, BELFOR**

BELFOR 



This document includes additional information in alignment with the Attributes completed in Tab 1 of this document.

Experience and Reputation

This information supplements our response to attribute #47.

National Presence

With over 100 offices in the U.S., 40 in Canada and over 550 around the world, BELFOR is both globally strong and locally focused. BELFOR teams are able to respond immediately in almost every major market in North America and many around the world. BELFOR also has 9 Environmental offices across the US with trained and licensed staff to remediate hazardous materials such as asbestos and lead.

Our National CAT and National Technical Services Division members are always available to respond to technical projects and/or area-wide emergencies.

Response to Emergency Orders

BELFOR's ability to scale up and deploy a massive arsenal of personnel, equipment and scarce resources in area-wide disasters is unequaled in the industry. We have responded in force to every major area-wide event in the country since Hurricane Andrew in 1993.

When a catastrophe hits, BELFOR mobilizes resources locally, nationally, and internationally, if needed. These include our vast network of full-service local offices and the National Technical and Large Loss Divisions of BELFOR, all backed by the largest fleet of restoration equipment in North America.

Our National Large Loss Team and a Technical Services Division responds to area- wide emergencies, BELFOR offices never close and ready to service their local communities. Our clients can depend on BELFOR to respond to their local losses regardless of what else is going on in the industry.





BELFOR's complete line of restoration services provide our clients with single-source accountability of every project.

Commercial Services

Emergency Services 24-7-365

- Emergency Board-up / Shoring / Shrink Wrap
- Water Extraction & Dehumidification
- Corrosion Control
- Safety Inspection & Evaluation
- Selective Demolition
- Site Containment

Water, Fire, Storm Damage Restoration

- Deodorization
- Structural Drying/Desiccant Dehumidification
- Air Duct Decontamination
- Detailed Structural Cleaning
- Contents Restoration

Covid-19 Cleaning Services

- Proactive, Suspected and Confirmed Case Cleaning
- Leader from the beginning of the crisis in February 2020
- Relied on by several high profile clients in major industries, including government, education, and healthcare

Reconstruction & Contracting

- Full-service General Construction
- Interior Build-Out and Finishes
- High-Rise, Historic and LEED-certified Reconstruction and Restoration

Mold Remediation

- Industry Leader in Developing Current Mold Remediation Standards
- Environmental Control / Assessment

Vital Records Recovery

- Detailed Inventory/Secure Storage
- Book, Document & all types of Media Recovery

Electronics & Machinery Restoration

- Computer & Electronics Restoration
- Manufacturing Equipment Rebuild
- Data Recovery
- Semiconductor Equipment

Environmental Services

- Site Remediation – Asbestos, Mold and Lead
- Hazardous Waste Management
- Spill Response

Consulting & Pre-Planning



Response Timing

BELFOR Emergency response and service operates 24 hours a day/7 days a week/365 days a year. To activate an emergency response, contact our BELFOR Call Center.

BELFOR Call Center

24/7/365 Emergency Dispatch

800-856-3333

The Call Center is an in-house operation staffed by BELFOR Agents. This department maintains information about each contracted BELFOR client and their specified response protocols.

Once connected, the BELFOR Agent asks a few questions about the loss, then connects you directly with an on-call emergency manager in the nearest responding office who can immediately dispatch personnel and equipment to the emergency scene.

Response time on the phone is immediate. On-site response time is typically 1 to 2 hours to any Client property within 50 miles of a local BELFOR office (barring unforeseen circumstances such as restricted access by authorities, etc.)

Invoicing process

BELFOR uses a few different billing methodologies based on type of project and client preferences. Our Project Managers are familiar with the documentation and reporting requirements of insurance companies and FEMA and are very experienced in providing invoicing packages for review by multiple parties for completeness and accuracy. Our paperwork is, by design, easy to audit. We welcome inspections and audits; both scheduled or unscheduled.

An electronic job folder system maintains all pertinent job documents (contract, invoices, and documentation photos) are centrally located. Invoices are typically NET 30.

Safety Record

BELFOR has a very proactive safety program.

- **Accidents** - reported immediately to corporate and reviewed by upper level management.
- **Comprehensive safety training** - all personnel take basic classes; many positions require additional, specialized training based on position held.

Management, supervisors and employees are responsible for following all safety program requirements and safety practices. Our commitment is to provide all personnel a safe and healthy work environment, while eliminating at least controlling recognized hazards to acceptable risk levels. BELFOR strives to ensure safety in every aspect of our work, without accidents, injury, occupational illness, or negative environmental impact.

Achieving this commitment within our ever-changing work environment is challenging, but at BELFOR Safety is Priority #1.

Marketplace reputation

BELFOR has been a leader in the restoration industry for almost eight decades. Our people, equipment and processes have demonstrated our aptitude and willingness to bring properties back to pre-loss condition.



BELFOR is the #1 Remodeling Company for the 24th Consecutive year!

BELFOR has again been awarded the National Association of the Remodeling Industry) and received numerous awards that recognize excellence in the restoration industry, including Apex, Chrysalis and Phoenix Awards. A complete list is available upon request.

Reputation of products and service in the marketplace

BELFOR has competitors both regionally and locally. However, there is not another national or International restoration company with the comprehensive post-disaster service line offered by BELFOR. Our strength is in our expansive of services and in the trained, experienced personnel ready to restore any loss, large or small.



Proposed subcontractors

BELFOR typically self-performs 100% of emergency response, remediation and restoration work. The areas we may engage subcontractors are in reconstruction and in large loss restoration.

Reconstruction - BELFOR subcontracts licensed and other trades, including electrical, plumbing and HVAC. The amount of work subcontracted varies based upon the scope of work. Local BELFOR offices maintain relationships with local subcontractors in their market.

Large losses/Area-Wide Disasters - BELFOR has pre-negotiated contracts with national labor companies. Our network of multiple labor providers of over two-thousand offices in the US and Canada that work with us on a daily basis. This is a cost-effective solution to expand resources when a large loss or catastrophic event prompts the need for a large number of unskilled, manual labor personnel.

Strategic Partnerships - BELFOR retains strong partnerships with several national equipment and supply companies, including Lowes, Sunbelt, United Rental, and Aggreko. These tactical agreements ensure our clients receive quality service and a fast, cost-effective response.

BELFOR pre-qualifies and has long-standing relationships with auxiliary service providers in the local markets as well as national vendors who provide 24/7/365 service. Examples include scissor lift operators, demolition companies, dump truck and freezer truck resources, tree removal companies, fencing, plumbing, electrical, HVAC and security firms that provide emergency temporary services, etc.

For fast-track projects when there is no time for a bid process, BELFOR will use captive contractors with guaranteed labor rates and lower prices on large-scale projects.

Proposed Personnel

BELFOR has developed a strong relationship with OMNIA Partners over the past several years. The key personnel have not changed; this ensures a comprehensive understanding of your expectations. Your trusted BELFOR team will engage the necessary team and equipment to perform any restoration project quickly and effectively.

Please refer to BELFOR's Organizational Chart and key personnel resumes, beginning on page 45.

A person wearing a white protective hazmat suit, a red hard hat, and safety glasses is shown from the chest up. They are wearing large, dark, heavily textured gloves. The person is holding a large, dark, fibrous, and somewhat irregular object. The background is a blurred industrial or construction site. The entire image is framed by a thick red border.

TAB 3

PROPOSED PERSONNEL

Gary Alexander
National Account Manager
BELFOR USA Group, Inc.

PROFESSIONAL EXPERIENCE

Gary Alexander joined BELFOR in 2010 as a National Account Manager over the New York region. He began his career in the restoration and construction industry in 1976, bringing over 40 years of experience to his role. He specializes in consulting with clients to plan ahead in order to mitigate damage and expedite the recovery process after catastrophes such as fires, flooding, and storm damage.

EDUCATION

B.S., Psychology and Philosophy – College at Brockport, State University of New York

LICENSES & CERTIFICATIONS

CMRS – Certified Microbial Remediation Supervisor granted by the IAQ, the American Indoor Air Quality Council

State of New York – Department of Labor – Mold Remediation Contractor

Certified Continuing Education Instructor to licensees of the New York State Insurance Dept.

Graduate of The American Drying Institute

PROFESSIONAL AFFILIATIONS

Association of Cleaners & Restorers (ASCR)

The National Institute of Disaster Restoration

Independent Insurance Agents and Brokers of New York (IIABNY)

Institute of Real Estate Management (IREM)

Building Owners and Managers Association (BOMA)

The Risk Management Society (RIMS)

Board Member of CAILI

Guy Buttaro
National Operations
BELFOR USA Group, Inc.

PROFESSIONAL EXPERIENCE

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

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

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

NOTABLE PROJECTS

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

Amphenol I \$1.1 million

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

Flexible Circuits I \$3.5 million

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

Kerry Cereal Ingredients I \$4.2 million

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

UGI Corporation I \$8 million

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BELFOR USA GROUP INC
Trade Name:	BELFOR
Address:	4690 JOLIET STREET DENVER, CO 80239
Certificate Number:	0898611
Effective Date:	January 17, 2001
Date of Issuance:	December 11, 2007

For Office Use Only:
20071211085153005



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

December 5, 2024

Region 4 Education Service Center
Attn: Purchasing Department
7145 West Tidwell Road
Houston, TX 77092

RE: Belfor USA Group, Inc. DBA Belfor Property Restoration

To whom it may concern:

Hartford Casualty Insurance Company (Hartford) has issued surety bonds to Belfor USA Group, Inc. DBA Belfor Property Restoration (Belfor) since 1989, during which time we have favorably considered single projects up to \$75 million and aggregates of \$125 million. Our experience with Belfor has been excellent, and we highly recommend them to you. Hartford Casualty Insurance Company has an "A+" XV rating from A.M. Best Company.

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

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

Sincerely,

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Code: n/a (Detroit Bond Dept)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Douglas F. Burgher, Jr., Mark J. Mulville, Seira Bonney, Michael Watts, Lauren Oppedisano,
Nora Rodriguez, Jamie K Garofalo, Kylee A Macik, Christina A Scantland, Carrie Robinson*

of
Troy, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 5, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



**Bid Bond
SURETY DEPARTMENT**

THE HARTFORD

KNOWN ALL MEN BY THESE PRESENTS,
That We, Belfor USA Group, Inc.

185 Oakland Ave., Suite 150, Birmingham, MI 48009

hereinafter called the Principal, and the Hartford Casualty Insurance Company
a corporation created and existing under the laws of the State of Indiana, whose principal office is in Hartford,
Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

Region 4 Education Service Center

7145 West Tidwell Road, Houston, TX 77092

hereinafter called the Obligee,

In the sum of

Five percent of the attached Bid*****

Dollars (\$ 5% of Bid),

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Solicitation #24-16 - Job Order Contracting Services

National RFP for Job Order Contracting Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal
to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to
exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee
may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null
and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of December, 2024

Belfor USA Group, Inc.

(Principal)

Attest

Kathy Lee

By:

Chris Jones
Chris Jones, CFO

(Title)

(SEAL)

HARTFORD CASUALTY INSURANCE COMPANY

(Surety)

Witness

Carrie A. Perlman

Carrie A. Perlman

By:

Peter A. Perlman
Peter A. Perlman, Attorney-in-Fact

(SEAL)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PERLMAN INSURANCE AGENCY
Agency Code: 35-356141

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Peter A. Perlman, Carrie A. Perlman of WEST BLOOMFIELD, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 17, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Region 4 ESC Bid Bond

Keith D. Dozois, Assistant Vice President

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version October 4, 2024

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200


(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____  Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____  Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES 8 Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES 8 Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES 8 Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES 8 Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES 8 Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1852)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES 8 Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

Version October 4, 2024

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror



COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: BELFOR USA Group, Inc.

Address, City, State, and Zip Code:
150 Oakland Avenue, Ste. 150, Birmingham, MI 48009

Phone Number: 248.594.1144 Fax Number: 248.594.0464

Printed Name and Title of Authorized Representative:
Chris Jones, CFO

Email Address:
chris.jones@us.belfor.com

Signature of Authorized Representative:  Date: 11.26.24

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

BELFOR USA Group, Inc.
150 Oakland Avenue, Ste. 150
Birmingham, MI 48009

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Omnia Partners - Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#24-16 Job Order Contracting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

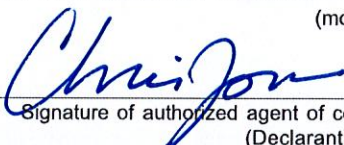
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Chris Jones, and my date of birth is 06.12.70.

My address is 150 Oakland Avenue, Ste. 150, Birmingham, MI, 48009, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Oakland County State of MI, on the 27 day of November, 20 24
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Commercial Services

BELFOR's complete line of restoration services provide our clients with single-source accountability of every project.



Emergency Services 24-7-365

- Emergency Board-up / Shoring / Shrink Wrap
- Water Extraction & Dehumidification
- Corrosion Control
- Safety Inspection & Evaluation
- Selective Demolition
- Site Containment

Water, Fire, Storm Damage Restoration

- Deodorization
- Structural Drying/Desiccant Dehumidification
- Air Duct Decontamination
- Detailed Structural Cleaning
- Contents Restoration

Covid-19 Cleaning Services

- Proactive, Suspected and Confirmed Case Cleaning
- Immediate leader of the crisis since mid-February 2020
- Proven partner to high profile clients, including government, education, and healthcare

Reconstruction & Contracting

- Full-service General Construction
- Interior Build-Out and Finishes
- High-Rise, Historic and LEED-certified Reconstruction and Restoration

Mold Remediation

- Industry Leader in Developing Current Mold Remediation Standards
- Environmental Control / Assessment
- Common Sense Solutions

Vital Records Recovery

- Detailed Inventory/Secure Storage
- Book, Document & all types of Media Recovery

Electronics & Machinery Restoration

- Computer & Electronics Restoration
- Manufacturing Equipment Rebuild
- Data Recovery
- Semiconductor Equipment

Environmental Services

- Site Remediation – Asbestos, Mold and Lead
- Hazardous Waste Management
- Spill Response

Consulting & Pre-Planning



§ I.

RATES AND INVOICE CONDITIONS				
CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS		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		\$	50.50
AA	Administrative Assistant		\$	53.00
LF	Labor Foreman		\$	61.00
MS	Mobilization Support		\$	53.00
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		\$	68.50
RS	Restoration Supervisor		\$	75.50
DT	Dehumidification Technician		\$	77.00
MT	Mold Technician	(Remediation Technician or Supervisor)	\$	77.00
RECONSTRUCTION SERVICES: ^{1,2,3}				
PT	Painter		\$	85.50
DP	Drywall Installer/Finisher		\$	92.50
CR	Carpenter	(Framer/Finish)	\$	98.50
TF	Trade Foreman	(Commercial Supervision)	\$	103.25
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		\$	89.00
HLT	Hazmat/Asbestos Lead Technician		\$	98.00
HEO	Hazmat/Asbestos Equipment Operator		\$	110.00
HS	Hazmat/Asbestos Supervisor		\$	119.00
HPM	Hazmat/Asbestos Project Manager		\$	140.00
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	see section I.IV Consulting Expenses	\$	400.00
CFE	Appraisal & Umpire fees		\$	350.00

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

² In the states of CA, OR, 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 2024**



§ 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
- 6). NYS prevailing wage rates shall be calculated as follows: NYS prevailing wage hourly rate + supplemental benefits + 30% burden, + 25% overhead & profit (cumulative)

§ 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 25% mark-up
- 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). 25% mark-up 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). 25% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$59 per person per day (2023 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 (\$79.65). The 1.25 multiplier will be applied for CA, OR and WA (\$73.75). 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 \$55 to \$95 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.

- 2). All charges for billing portals and for credit card payments will be passed on to the client at documented cost.

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.

§ II.1

ITEMIZED SCHEDULED EQUIPMENT ³

EQUIPMENT DESCRIPTION	UNIT	RATE
<u>AIR MOVERS/COMPRESSORS/ACCESSORIES</u>		
Air compressor, gas/electric	Ea / Day	\$ 45.00
Air compressor, tow behind 185 / 375 CFM	Ea / Day	\$ 333.00
Air movers/carpet blowers/Axial fans	Ea / Day	\$ 36.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 36.00
Injectidry Unit	Ea / Day	\$ 158.00
Manometer	Ea / Day	\$ 100.00
<u>BLAST/POWER WASH UNITS</u>		
Blasting Unit, Agri/Soda	Ea / Day	\$ 784.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,178.00
Soda Blaster	Ea / Day	\$ 1,169.00
Washer, High Pressure (cold)	Ea / Day	\$ 196.00
Washer, High Pressure (hot)	Ea / Day	\$ 246.00
<u>CLEANING/VACUUMS/EXTRACTION</u>		
Buffer, Floor	Ea / Day	\$ 95.00
Carpet Cleaning Machine	Ea / Day	\$ 91.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 173.00
Extraction Unit (portable)	Ea / Day	\$ 188.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 680.00
Floor cleaning system (ride on)	Ea / Day	\$ 815.00
Floor cleaning system (walk behind)	Ea / Day	\$ 345.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 172.00
Ion Air Cleaning System	Ea / Day	\$ 57.00
Steam Cleaner (Trailer)	Ea / Day	\$ 294.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 76.00
Vacuum, HEPA	Ea / Day	\$ 110.00
Vacuum, Insulation Machine	Ea / Day	\$ 109.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 52.00
Zip Poles, Set of 6	Ea / Day	\$ 33.00
<u>LIGHTS</u>		
Light, Balloon	Ea / Day	\$ 143.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 208.00
Light, Wobble (37 inches)	Ea / Day	\$ 73.00
<u>MISC.</u>		
Heat Gun, Shrink Wrap	Ea / Day	\$ 91.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,452.00
Saw, Demo	Ea / Day	\$ 129.00
Saw, Kett	Ea / Day	\$ 43.00
X-Ray Dryer	Ea / Day	\$ 188.00
X-Ray Separation Tank	Ea / Day	\$ 565.00
<u>ODOR CONTROL/DISINFECTION</u>		
Electrostatic Sprayer	Ea / Day	\$ 165.00
Fogger, Commercial	Ea / Day	\$ 136.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 48.00
Ozone Generator	Ea / Day	\$ 151.00
Smoke Machines (small)	Ea / Day	\$ 121.00
Vapor Shark	Ea / Day	\$ 48.00
<u>POWER</u>		
Electrical Distribution (120 / 200 Amp Panel)	Ea / Day	\$ 227.00
Electrical Distribution (Spider Box)	Ea / Day	\$ 91.00
Generator (portable)	Ea / Day	\$ 151.00
Spider Box Cables / 50 Amp	Ea / Day	\$ 65.00
<u>PUMPS</u>		
Pump, Sump / Flood	Ea / Day	\$ 42.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 168.00
<u>DRYING/TEMP/HUMIDITY CONTROL</u>		
Moisture Meter	Ea / Day	\$ 25.00
Camera, IR	Ea / Day	\$ 28.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 175.00
Dehumidification, Desiccant -385 cfm	Ea / Day	\$ 256.00
Dehumidification, Desiccant -500/800 cfm	Ea / Day	\$ 502.00
Dehumidification, Desiccant -2000/3000 cfm	Ea / Day	\$ 907.00
Dehumidification, Desiccant -5000-7500 cfm	Ea / Day	\$ 1,647.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,587.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 3,880.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 6,468.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 196.00
Dehumidification/Cooling -DX Unit -5 / 12 ton	Ea / Day	\$ 704.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,568.00
Dehumidification/Cooling -DX Unit -40 / 50 ton	Ea / Day	\$ 2,020.00
Dehumidification/Cooling -DX Unit -60 / 80 ton	Ea / Day	\$ 2,471.00
Dehumidification/Cooling -Chiller 100 to 400 ton	Ton / Day	\$ 32.00
Dehumidification, Heater -8 / 12 KW	Ea / Day	\$ 168.00
Dehumidification, Heater -20 / 30 KW	Ea / Day	\$ 194.00
Dehumidification, Heater -40 / 60 KW	Ea / Day	\$ 432.00
Dehumidification, Heater -150 KW	Ea / Day	\$ 905.00
Dehumidification, Heater, Indirect Fired up to 700,000btu + fuel	Ea / Day	\$ 1,137.00
<u>SAFETY</u>		
Personal Fall Protection (PFP)	PP / Day	\$ 10.00
Personal Protection Equipment (PPE)	PP / Day	\$ 6.00
Personal Respiratory Protection (PRP)	PP / Day	\$ 10.00
Respirator, PAPR	Ea / Day	\$ 100.00

EQUIPMENT DESCRIPTION	UNIT	RATE
<u>TRUCKS, VEHICLES, TRAILERS</u> (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 605.00
Forklift, Warehouse	Ea / Day	\$ 95.00
Mobile Office	Ea / Day	\$ 79.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 188.00
Pallet Jack	Ea / Day	\$ 27.00
Trailer, Freezer	Ea / Day	\$ 182.00
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 116.00
Truck, Dump-Trip Charge	Ea / Day	\$ 182.00
Truck, Moving/Box/Board up	Ea / Day	\$ 188.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 151.00
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 84.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 200.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 156.00
<u>DUMPSTERS & STORAGE</u>		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 666.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 847.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 1,029.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 285.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 363.00
Storage Space / Warehouse	CF / Month	\$ 0.50
Storage Vaults	Per Month	\$ 152.00
<u>ELECTRONICS / MECHANICAL</u>		
Cart, Electronic Decontamination	Ea / Day	\$ 76.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 1,184.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 168.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 935.00
Decon Room	Per Project	\$ 624.00
DI Water System	Ea / Day	\$ 48.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 84.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 498.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 272.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 371.00
HEPA Filtered Hood	Ea / Day	\$ 187.00
HEPA Water Displacement Unit	Ea / Day	\$ 113.00
Oven, Convection Drying (ULT)	Ea / Day	\$ 529.00
Oven, Vacuum Drying	Ea / Day	\$ 754.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 227.00
Partical Meter	Ea / Day	\$ 65.00
Reflectoquant Test Device	Ea / Day	\$ 124.00
Sealer, Vacuum	Ea / Day	\$ 330.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 227.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 99.00
Tool Handling Charge	Per Project	\$ 561.00
Ultrasonic Bath, Portable	Ea / Day	\$ 393.00
Ultrasonic Bath, Bench Top	Ea / Day	\$ 227.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 4,072.00
Vacuum, Clean Room	Ea / Day	\$ 187.00
Wet Bench (portable)	Ea / Day	\$ 228.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 30.00
<u>ENVIRONMENTAL</u>		
Cascade Breathing Air System	Ea / Day	\$ 206.00
Chemical Hose, Hazmat	Ea / Day	\$ 274.00
Confined Space Entry System	Ea / Day	\$ 250.00
Decontamination Shower/Filter	Ea / Day	\$ 175.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 306.00
Mini-Rae (PID)	Ea / Day	\$ 218.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 250.00
Personal Sample Pump	Ea / Day	\$ 35.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 374.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 175.00
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 374.00
Truck, Guzzler Air Mover	Ea / Hr	\$ 418.00
Truck, Vacuum 80 BBL	Ea / Hr	\$ 209.00
Truck, Vacuum, 120 BBL	Ea / Hr	\$ 253.00
Transfer Hose, per 20	Ea / Day	\$ 165.00
<u>Construction</u>		
Matterport 3D Camera	Ea / Day	\$ 155.00
Temporary Containment Hardwall	Lf / Day	\$ 4.25
<u>HVAC</u>		
HVAC, High Volume Air Agitation System	Ea / Day	\$ 165.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 245.00
HVAC, Power and Manual Hand Tools	PP / Day	\$ 48.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 85.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 210.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 245.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 675.00
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 75.00
HVAC, Dual Head Air Compressor	Ea / Day	\$ 68.00
HVAC, Laser Particle Meter	Ea / Day	\$ 425.00

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.

§ III.1

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	\$ 74.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 37.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 85.00
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	\$ 63.00	BELFOR-EC 12 Electronics Cleaner	Gal	\$ 56.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 41.00	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 21.00
BELFOR-All Purpose Cleaner	Gal	\$ 47.00	BELFOR-FC 10 Energized Cleaner	Gal	\$ 999.00
BELFOR-All Purpose Spotter	Gal	\$ 28.00	BELFOR-GC General Cleaner	Gal	\$ 51.00
BELFOR-Carpet Rinse & Neutralizer	43.5	\$ 22.00	BELFOR-HD 01 Hand Deruster 01	Gal	\$ 64.00
BELFOR-CIF Citrofix 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	\$ 49.50	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 149.00
BELFOR-Glass Cleaner	Gal	\$ 19.50	BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 15.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 50.00	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 64.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 37.00	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 54.00
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	\$ 13.00
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.	\$ 84.50
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.	\$ 14.75	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
Boxes, 3 cf	Ea.	\$ 9.50	Sorbent Pad Ea.	\$ 11.50 Bale	\$ 122.00
Boxes, 4.5 cf	Ea.	\$ 11.25	Sorbent Pillows	Ea.	\$ 31.00
Cloths, Masslinn	Ea.	\$ 1.70	DRUMS		
Foam Blocks	Ea.	\$ 1.70	Drum, Steel / Poly Open Top, 55 Gallon	Ea.	\$ 199.00
Inventory Tags	Ea.	\$ 1.70	Drum, Poly Overpack, 95 Gallon	Ea.	\$ 283.00
Packing Paper, per 100 sq ft	Roll	\$ 23.00			
Tape, Poly Box	Roll	\$ 3.60			
Wrap, Bubble/Anti Static	Roll	\$ 102.00			
Wrap, Stretch / 18"X 1500ft	Roll	\$ 72.00			
FILTERS					
Filter, Charcoal (Carbon Activated)	Ea.	\$ 79.00			
Filter, HEPA	Ea.	\$ 279.00			
Filter, Pleated	Ea.	\$ 25.00			
Filter, Poly (Secondary)	Ea.	\$ 8.80			
SHEETING/PLASTIC/FLOOR PROTECTION					
Duct, Lay Flat (500') with hog rings	Roll	\$ 565.00			
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 53.00			
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 110.00			
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 225.00			
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 386.00			
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 479.00			
Plastic Sheeting, Carpet Protector	Roll	\$ 99.00			
Ram Board, (38" X 100')	Roll	\$ 185.00			
Red Rosin Paper (200 ft. roll)	Roll	\$ 30.00			
Scrim-Fire Rated (60'x100')	Roll	\$ 2,988.00			
Sticky Mat (26"x32")	Ea.	\$ 108.00			
SHRINK WRAP					
Strapping, Woven HD	LF	\$ 0.15			
Tape, Heat Shrink 2"	Roll	\$ 20.00			
Tape, Heat Shrink 4"	Roll	\$ 40.00			
Tape, Heat Shrink 6"	Roll	\$ 59.00			
Wrap, Shrink, 7 mil (45' x 145")	Roll	\$ 987.00			
Wrap, Shrink, 12 mil (32' x 180")	Roll	\$ 1,834.00			
TAPE/ADHESIVE					
Adhesive, Spray	Can	\$ 9.00			
Tape, 2-way (2" x 60')	Roll	\$ 36.00			
Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 34.00			
Tape, Duct (2"x 60')	Roll	\$ 9.00			
Tape, Global	Roll	\$ 30.00			
Tape, Painters-blue/red	Roll	\$ 10.00			
MISC					
Disposable Decontamination Unit	Ea.	\$ 504.00			
Encapsulant, Antifungicidal	Gal	\$ 99.00			
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 91.00			
Encapsulant, Soot	Gal	\$ 53.00			
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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Value

In addition to our industry leading mitigation remediation and restoration skills, 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, without influence 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. This flexibility and ability to mobilize immediately makes us an attractive resource to private, municipal, educational, healthcare and governmental entities alike.

Award-Winning General Contractor

BELFOR is a fully licensed General Contractor and has been the #1 Restoration Company on the Top 500 U.S. Remodelers List since 2001 as determined by National Association of the Remodeling Industry and the Remodelers Council of the National Association of Home Builders.

BELFOR Environmental Services & Other BELFOR Companies

BELFOR Environmental Services, DUCTZ International (Air Duct Cleaning) and HOODZ (Restaurant Hood Cleaning) are three examples of BELFOR-owned companies that can provide critical services in tandem with our restoration teams.

BELFOR Environmental Services brings years of experience in providing immediate response as well as non-emergency remediation for hazardous materials, chemical spills, lead paint and asbestos.

National Partners & Strategic Alliances

BELFOR prequalifies and maintains long-standing relationships with auxiliary service providers in the local market as well as national vendors who provide 24/7/365 service. Examples include scissor lift operators, demolition companies, dump truck and freezer truck resources, tree removal companies, fencing, plumbing, electrical, HVAC and security firms.

Nationally, an extensive network of subcontractors enables us to deploy resources to the benefit of our clients when time is critical. Strong relationships with major national subcontractors and suppliers such as Aramsco, American ShrinkWrap, Labor Ready, Lowes, Aggreko, United Rental, and Sunbelt Rentals ensure our clients quality service and fast, cost-effective response.

Document Recovery Services

BELFOR has been providing vital record recovery services since 1993. BELFOR's Technical Services Division has restored every imaginable type of vital record, including books, documents, photos, tapes, slides, CDs, maps, blueprints, and museum and archival collections.

BELFOR restores a full spectrum of vital records beyond paper books and documents, including:

Audiotapes	Laser Discs	Periodicals
Books	Library Material	Photographs
CDs/DVDs	Manuscripts	Plans
Data Files	Maps	Slides
Diskettes	Microfiche	Transparencies
Documents	Microfilm	Vellum
Drawings	Negatives	Videotapes
Files	Paintings	Vital Records
Film	Parchment	X-Rays

As a worldwide technical services leader in vital records recovery, BELFOR's Technical Services Division has developed several proprietary products and superior methods for restoring books, documents and other media.

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

BELFOR has five (5) Document Processing Centers strategically positioned around North America, providing or 6,000 cu. ft. of freeze dry chamber capacity.

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

BELFOR Document Laboratories employ permanent dedicated, specially- trained vital record recovery staff and have the equipment resources necessary to perform the full gamut of vital record recovery services.

A multitude of vital records services and methods are available and specialized BELFOR Technicians will help **University** personnel assess, prioritize and develop a cost-effective plan of action.

- Drying Methodologies Available
 - Vacuum Freeze Drying
 - Thermal Vacuum Freeze Drying
 - Molecular Sieve Drying (MSD)
 - Low Humidity On-Site Desiccant Drying
- Fire Damage Document Services
 - Smoke & 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 – Refers to framed documents.
 - Rebinding and Leather Repairs – To repair book cover damage.
 - Re-Jacketing – Vital contents removed from damaged folders or jackets and replaced with new ones.
 - 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 & Imaging – To replace damaged records.
 - De-acidification – To restore chemical balance to documents.
- Mold Remediation & Bacterial Decontamination Services
 - Gamma Radiation
 - Electron Beam Radiation (Canada)
 - Physical Contaminant Removal
- Deodorization
 - Ozone Deodorization – Use of ozone gas (O₃) to oxidize and remove the finite traces of soot particulate too small to be removed that still produce an odor.
 - Hydroxyl deodorization – An oxidation process similar to ozonation. Hydroxyl ion deodorization is less of a health and safety risk.
- Document Copying, Imaging & Scanning



Electronics & Machinery Restoration Services

BELFOR is a pioneer in the field of decontamination and recovery of electronics. Our Technical Services Division has developed and implemented a host of innovative methods for decontaminating and restoring sophisticated equipment that has been damaged by a broad range of contaminants.

After taking any and all immediate actions necessary to limit damage, loss and business interruption, a thorough analysis by BELFOR technicians will determine the exact nature of the contamination. BELFOR has designed techniques, procedures and decontamination protocols that meet and exceed military and/or international standards. These work processes safely remove contaminants on printed circuit boards which cause failures when left in place. Printed circuit boards and other components have the same life expectancy and operational capacity after decontamination procedures as before the contamination event.

Working on-site in dedicated labs, BELFOR technicians use the latest technology to ensure that inspection, decontamination and testing of all equipment is carried out to the highest standards. The use of static dissipative workstations and flooring, specially developed chemical processes, and ultra-fast vacuum drying techniques are all ISO 9000 approved. Through close cooperation with manufacturers and service representatives, BELFOR can safeguard maintenance and warranty agreements.

BELFOR has developed a solution to prevent long-term damage for every conceivable contamination, such as floodwater (including total submersion), corrosive soot from fire, acid vapors, mold, environmental contaminants, pollution caused by production processes, sea salts from overseas transportation and toxic contamination.

All types of electronics and machinery in the world of Higher Education have been restored by BELFOR's Technical Services Division, Including:

- Computers and servers of every possible size and type
- Telecommunications equipment
- Film studio equipment and specialized soundproofing
- Medical treatment and research equipment
- Laboratory Equipment
- Planetary Telescope
- High voltage electrical distribution systems – 13.8 kV (Tulane University)



Media Recovery Services

Through the consistent development of proprietary processes and equipment, BELFOR can minimize significant losses by recovering media and documents of all types – including but not limited to audio tapes, compact discs, data files, diskettes, laser discs, magnetic media, microfiche, microfilm, slides, transparencies, video tapes, blueprints, books, documents, drawings, files, film, manuscripts, maps, negatives, paintings, photographs, x-rays and more.

BELFOR can deliver the most advanced and most appropriate media recovery solution, including low vapor dehumidification, vacuum freeze drying, thermal free drying, molecular sieve, microwave technology, irradiation technology, and more.

Appendix D

Price Proposal Form

Contractors are to submit a proposal for a statewide coefficient. The matrix below is set-up with two (2) columns that address the following:

- **COEFFICIENTS NORMAL WORKING HOURS**; the priced coefficients for each region that you are willing to work in shall be listed for regular hours (7:00 am - 6:00 pm, Monday-Friday); and
- **COEFFICIENT NON-NORMAL WORKING HOURS**; the priced coefficient for each region that you are willing to work for weekends, holidays and hours outside of regular working hours. The coefficient must be rounded to the nearest second decimal place, e.g. .793 would be rounded to .79.

If Contractors wish to offer states outside of the state of Texas under this RFCSP, they may add additional lines as necessary to the table below.

Region 4 ESC reserves the right to add additional pricing books as deemed necessary.

Coefficients:

Normal Working Hours Coefficient	Non-Normal Working Hours Coefficient
1.00	1.00

Note: Provide coefficients for any additional states offered.

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Participating Public Agencies may require that Contractors use the City Cost Index to calculate pricing and may require that the Contractor confirm that the proper City Cost Index is applied with a representative of the member agency.