#### CONTRACTUAL AGREEMENT

For

#### INVITATION TO NEGOTIATE (ITN) #: 2022-16MCSA

#### ENTITLED: DISASTER RECOVERY OPERATIONS

#### Between

#### THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND UNITED RESTORATION OF FLORIDA, LLC

This Agreement is entered into and effective as of the date of the last signature hereto, by and between The University of Central Florida Board of Trustees ("University" or "UCF") and United Restoration of FL, LLC ( "Contractor"). The parties agree as follows:

- 1. ACKNOWLEDGMENT. The Contractor acknowledges that:
  - **A.** The University is a public entity of the State of Florida;
  - **B.** The University is exempt from federal and Florida taxes;
  - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The University of Central Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- 2. DESCRIPTION OF SERVICES. The Contractor will provide water extraction and remediation of mold services. Goods/services shall be provided in accordance with UCF's Invitation to Negotiate (ITN) Number 2022-16MCSA and the Contractor's Offer in response thereto, both of which are incorporated by reference and the terms of this Agreement. The Contractor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "B" to this Agreement, which is incorporated herein for all purposes. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
- 3. CONTRACT TERM. The Contractor shall commence performance of the terms of this Agreement on or about October 15, 2023, and shall end his/her performance of this Agreement on June 30, 2028. The University may renew/extend this Agreement, as mutually agreed to by both parties. Total renewals shall not exceed 5 years or twice the length of the original term, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

#### 4. PAYMENT.

- A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
- **B.** Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C. The University shall not be bound to any prepayment penalty clauses.
- **D.** Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for the Contractor.
- **E.** Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit and post-audit.
- 5. CONTRACTOR OMBUDSMAN STATEMENT. The University has established a Contractor Ombudsman who acts as an advocate for contractors who may be experiencing problems in obtaining timely payment(s). The Contractor Ombudsman may be contacted at (407) 882-1082.
- 6. ANNUAL APPROPRIATION. The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
- 7. ASSIGNMENTS. Under no circumstances shall the Contractor assign to a third party any right or obligation of the Contractor pursuant to this Agreement without prior written consent of the University. If the Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, the Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
- 8. **BILLING.** The University shall only submit payment to the Contractor if the Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. The Contractor shall deliver the invoices to UCF's Division of Finance, unless the Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of

the Contractor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If the Contractor's invoice lists any freight or cartage charges, such invoice must attach all of the Contractor's receipted transportation bills.

- **9. CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
- 10. COMPLIANCE. The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
- EXPORT CONTROL. The parties shall comply with all applicable U.S. export control 11. laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement that are export controlled pursuant to the export control laws of the United States, including the EAR, ITAR, and any other applicable regulations. The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Contractor, and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Contractor wishes to disclose export-controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control without

notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U.S. government approval.

- 12. CONFLICTS OF INTEREST. Acceptance of this Agreement shall certify that the Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of this Agreement.
- 13. DELIVERY. Delivery is to be made to the "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, the Contractor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays, or University holidays or closures. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x 48" pallet. The Contractor shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
- 14. EMPLOYMENT OF ALIENS. The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
- 15. FORCE MAJEURE. No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

- 16. GOVERNING LAW AND VENUE. This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
- 17. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
- 18. INDEMNIFICATION. The Contractor shall hold the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Contractor, its employees, its agents or of others under the Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, the Contractor also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
- **19. INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
- **20. NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
- 21. LEASED EQUIPMENT. The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to the Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
- 22. MATERIAL SAFETY DATA SHEET (MSDS). In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
- 23. NON-PERFORMANCE. Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by

the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

24. NOTICES. Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF: Procurement Services	For Contractor: United Restoration of FL, LLC
12424 Research Pkwy	2520 N. Powerline Rd.
Ste 355	Ste. 304
Orlando, FL 32826	Pompano Beach, FL 33069
procurement@ucf.edu	Jordan@UROFFL.com

- 25. PARKING. The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. The Contractor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
- 26. WORK FOR HIRE. Any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been

complied with, (b) the Contractor is free and has full right to enter into this Agreement and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's agreements or representations and warranties herein.

## 27. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel,

(407) 823-2482, <u>gcounsel@ucf.edu</u>, University of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015

#### PUBLIC RECORDS, CONTRACT FOR SERVICES

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

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender, identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

- 28. **RECORDS.** The Contractor agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Contractor.
- 29. TAXES. The University shall not pay any intangible taxes, property taxes or sales taxes.
- **30. VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- **31.** EQUAL OPPORTUNITY. This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting

requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

- **32. SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
- **33. WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
- 34. CONTRACTOR INSURANCE. All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates, evidencing the existence thereof or insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.
  - 1. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Contractor in writing.
  - 2. General Liability: The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement , Contractor will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as

"Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

- 3. Auto Liability: If the Contractor operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Contractor shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
- 4. **Workers' Compensation:** The Contractor shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Contractor will maintain said Workers' Compensation and Employer's Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
- 5. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: <u>RiskManagement@ucf.edu</u>

- **35. AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is reviewed and approved by an attorney in the University's General Counsel's Office and an authorized UCF signatory. The Contractor shall return this Agreement to the University's Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
- **36. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Contractor to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and

subsequent contract award.

- 37. SECURE HANDLING OF UCF DATA. The University requires Contractors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Contractor. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Contractor. Visit <u>http://www.Infosec.ucf.edu/vrm</u> for additional information.
- **38. SMOKE-FREE POLICY.** The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <u>http://www.ucf.edu/smokefree</u> for additional information.
- **39. CONTACT WITH MINOR CHILDREN.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby guarantees that the Contractor and/or anyone acting on the Contractor's behalf (including, but not limited to the Contractor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the Contractor's behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.
- 40. **REPORTING OF CHILD ABUSE**. To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
- 41. **REVISED QUANTITIES.** The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITB/ITN within 180 days after expiration of the contract resulting from this ITB/ITN. Total additional quantities/modified scope, if any, are unknown.
- **42. E-VERIFY**. To the extent that Contractor meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.
- **43. ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments

and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- **B.** The University's ITB/ITN and ITB/ITN specifications, if any;
- C. The Contractor's ITB/ITN response; and
- **D.** Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

		UNITED I	RESTORATION OF FL, LLC
OF TRUS			
Signature	Gerald L. Hector	Signature	Jordan M. Cohen
Date:	Signed: Friday, October 13, 2023	Date:	10/6/2023
Printed:	GERALD HECTOR	Printed:	Jordan M. Cohen
Title:	SR VP AND CFO	Title:	Executive Vice President/General Counsel

#### **ATTACHMENT "A" PRICE SCHEDULE**

## **Pricing for Applicable Labor**

CLASSIFICATION	NORMAL HOURLY RATE
Skilled Labor	\$ 45.00
Restoration/Remediation Supervisor (Mold Certified)	\$ 73.00
Administrative/Clerical	NO CHARGE
Restoration/Remediation Technician	\$ 63.00
Painter / Drywaller	\$ 83.00
HVAC Mechanical	\$ 115.00
Assistant Project Manager	\$ 65.00
Project Manager	\$ 95.00
Project Supervisor/Certified Environmental Consultant	\$ 250.00
Project Estimator	\$ 105.00

## Table E. Water Mitigation Pricing Sheet

DEHUMIDIFICATION EQUIPMENT	# Units	Daily	Rate Per Unit
Dehumidification Unit - D 1200	24	\$	100.00
Dehumidification Unit - LGR 2000	134	\$	115.00
Dehumidification Unit - 300 cfm	14	\$	185.00
DESICCANT DRYING			
Dehumidification Unit - 500/600 cfm	134	\$	385.00
Dehumidification Unit - 2000/2250 cfm	8	\$	799.00
Dehumidification Unit - 3500 cfm	8	\$	950.00
Dehumidification Unit - 4500/5000 cfm	19	\$	1,400.00
Dehumidification Unit - 9000/10000 cfm	8	\$	2,500.00
Dehumidification Unit, gas fired - 2000/2250 cfm	4	\$	1,000.00
Dehumidification Unit, gas fired - 4500/5000 cfm	4	\$	1,800.00
Dehumidification Unit, gas fired - 9000/10000 cfm	4	\$	2,700.00
EQUIPMENT DESCRIPTION			
DX Unit - 20/25 ton	3	\$	1,350.00
DX Unit - 60 ton	3	\$	2,150.00
Air compressor, electric	19	\$	35.00

United Restoration | Disaster Recovery Operations | University of Central Florida

15	\$	120.00	
4	\$	40.00	
487	\$	30.00	
6	\$	34.00	
7	\$	100.00	
487	\$	30.00	
240	\$	165.00	
97	\$	135.00	
103	\$	130.00	
240	\$	165.00	
9	\$	300.00	
10	\$	200.00	
2	\$	750.00	
15	\$	200.00	
OPERATIONS		Cost	
Water Extraction		\$0.50/ Square Foot	
ogging of Mildicide		\$0.25/ Square Foot	
Containment Setup/Breakdown < 1,000 ft <sup>2</sup>		\$1.79/ Square Foot	
Containment Setup/Breakdown > 1,000 ft <sup>2</sup>		\$1.79/ Square Foot	
Materials removal (damaged, waste, etc.)		\$0.75/ Square Foot	
Vinyl/Carpet Base removal		\$0.35/ Linear Foot	
Wood Base Removal		Linear Foot	
MATERIAL MARKUP RATE		%	
Documented Material Cost + Markup Rate %		20%	
	4 487 6 7 487 240 97 103 240 9 10 2	4   \$     487   \$     6   \$     7   \$     487   \$     240   \$     97   \$     103   \$     240   \$     97   \$     103   \$     240   \$     9   \$     10   \$     2   \$     15   \$     9   \$     15   \$     9   \$     115   \$     9   \$     10   \$     2   \$     15   \$     9   \$     15   \$     9   \$     \$   \$     \$   \$     \$   \$     \$   \$     \$   \$     \$   \$     \$   \$     \$   \$     \$   \$     \$   \$     \$   \$ </td	

# Table F. PRICING TABLE for SPECIALIZED RESTORATION SERVICES and EQUIPMENT

RESTORATION OPERATIONS	# Units	Rate per Day	Rate per Week
Trailer/Portable Freezer		-	\$2,200.00
Refrigeration Truck		\$750.00	-
Pack-out containers, various sizes		\$3.25/EACH	-
Moisture Extraction Vacuum Freeze Drying Container		3. <b>—</b>	\$3,500.00
Restoration Specialist for Removal of Damaged Materials		\$65.00/hour	-
Fuel, moving damaged materials to/from Restoration Facility		\$2.75/mile	-
SUBTOTAL – Restoration Equipment			
		Rate per FT3	
Cost per cubic foot for freeze drying documents, general		\$60.00/Cubic Ft	-
Cost per cubic foot for freeze drying documents, special		\$60.00/Cubic Ft	-

## **Pricing for Additional Equipment**

CLASSIFICATION	STD DA	ILY RATE
Axial Fan	\$	40.00
Electric Load Panel / Distribution Box	\$	140.00
Hydroxyl Deodorization Machine	\$	125.00
Ozone Generator	\$	160.00
Truck/Cargo Van	\$	150.00
Vacuum - HEPA	\$	80.00
Vehicle - Passenger/Pickup	\$	120.00
Dump Truck – Including Disposal Fees	\$	450.00

Filter – Air Scrubber 500 CFM HEPA	\$ 250.00 EACH	
Filter – Air Scrubber Activated Carbon	\$ 190.00 EACH	

### **Pricing for Additional Operations**

CLASSIFICATION	Price		Unit
Mobilization Charge (One-Time per Service Call)	\$	995.00	EACH
Anti-Microbial Painting	\$	1.00	SF
Drywall Removal	\$	1.00	SF
Carpet Cleaning and Sanitizing	\$	0.50	SF
Carpet Removal	\$	1.50	SF
Drywall Installation and Finish Work	\$	13.00	SF

Notes: (Applicable to all Labor Classifications and Pricing Tables above)

Standard rates will apply to regular working hours 7:00 AM to 5:00 PM Monday through Friday and overtime after hours, weekends and holidays. Compensation shall be based on actual hours and quantities of work performed. Services will be available 24 hours a day, 7 days a week. Only time on job-site shall be invoiced. TRAVEL TIME WILL BE AT UNITED RESTORATION'S EXPENSE, AS PER REQUIREMENTS OF PAGE 72 OF THE ITN.

#### ATTACHMENT "B" SCOPE OF WORK In accordance with the University of Central Florida's ITN No. 2022-16MCS and the Contractors response

B.4/B.5: Qualifications and Technical Specifications Specific to the SOW





United Restoration performing HEPA vacuuming on mold affected drywall in a local government building after Hurricane Irma.



United Restoration removing water damaged drywall in a local government building after Hurricane Irma.



United Restoration maintaining a clean workspace after executing an emergency dry-out and removing water damaged drywall.

#### Services Provided by United Restoration

24-hour Emergency Services	FEMA-compliant Documentation
Air Duct Cleaning	Fire, Smoke and Soot Restoration
Anti-Microbial Product Application	HVAC Decontamination, and Cleaning
Asbestos Abatement	Large Scale Water, Flood and Sewage Mitigation
Biohazard Cleanup	Microbial Remediation
Carpet Cleaning	Mold/Microbial Remediation
Catastrophe Management	Project Management
Clean Up and Decontamination from Terror Events	Rapid Response and Mobilization
Cleaning and Decontamination of HVAC System	Removal and Disposal of Wet Materials
Content Cleaning, Manipulation and Inventory	Structure Cleaning
COVID-19 Cleanup and Disinfection	Textiles Mitigation / Cleaning
Daily Monitoring and Recording of Moisture Levels	Tile and Grout Cleaning / Sealing
Debris Management and Removal (Interior and Exterior)	Transportation and Disposal of Hazardous Materials
Dehumidification	Transportation and Storage
Deodorization, Odor Control	Trauma Cleanup
Desiccant/Refrigerant Drying	Water Damage Restoration
Emergency Power	Water Extraction and Moisture Control
Expert Consulting	Wet Document Recovery (Freeze Drying Services)

#### **Emergency Services**

- Assessing any safety hazards and mitigating those risks
- Implementation of humidity controls
- Water Extraction and Structural Drying & Dehumidification
- Smoke ventilation with HEPA vacuum and air scrubbers
- Isolating damaged areas with containment
- Setting up air movers to quickly and efficiently dry-out affected areas

#### Reporting

- United Restoration will provide reporting on labor, equipment and progress to the identified UCF personnel.
- Project updates include overview of the project, overview of each day's work, work logs, equipment logs, psychrometric readings of water damage, moisture mapping, moisture content reading, photographs, and any other reports requested. Our Mobile App allows us to provide consistent, and immediate, reports and documentation to UCF.

#### Security

- United Restoration's facility is secured with security cameras, each employee has a designated entry code to access the facility, and employees are monitored by GPS while working.
- United Restoration's facility is climate-controlled
- United Restoration's telecommunications infrastructure is hurricane proof
- All of United Restoration's employees are uniformed and arrive in marked company vehicles; employees will always have photo ID on their person.
- Every employee of United Restoration, from initial interview, is subject to background checks, proof of identity, proof of eligibility to work in the U.S, and must follow United Restoration's Drug and Alcohol Policy, which calls for pre-employment, random, reasonable suspicion, and periodic unannounced drug/alcohol tests.

#### Firm-wide Skills

- IICRC Certified/Training: Water Damage Restoration, Applied Microbial Remediation
- NAERMC Certified and Trained Supervisors and Restoration Technicians
- Applied Structural Drying
- OSHA Safety Training
- Cloud-based Mobile App Documentation and Record Keeping Software
- Project Management
- Fire & Smoke Restoration
- Moisture Control
- Microbial/Mold Remediation
- Contents Manipulation/Pack-out
- Biohazard Sanitization
- Turn-key Large Loss Operating Procedures

#### Water Damage Mitigation

<u>IICRC Standards</u> – United Restoration upholds IICRC S500 protocols and procedures for Professional Water Damage Restoration.

<u>Structural Drying</u> – United Restoration uses state-of-the-art dehumidification and monitoring equipment, along with highly-trained personnel to provide effective results and eliminate environmental concerns.

<u>Water Extraction</u> – The immediate goal is to extract all standing water from the affected area to stabilize conditions and track hidden moisture to avoid mold issues and other water damage problems. Our team utilizes **FLIR** infrared technology to ensure effective detection of moisture.

<u>Inspections</u> – United Restoration will visit the jobsite each day to monitor drying efficiency; the project manager will maintain daily drying logs throughout the project to monitor psychrometric conditions.

**Documentation** – United Restoration's Mobile App allows moisture maps, photographs, and inspection reports to be recorded and distributed to UCF to show the progress of each project.

<u>Category 3 Water Protocols</u> – United Restoration understands the health and safety concerns that Category 3 water losses entail. Dealing with a Category 3 Water Damage, United Restoration installs barriers to prevent cross contamination, and uses HEPA air scrubbers to clean ambient air. This is followed by sanitization, using plant-based anti-microbial chemicals.

<u>Odor Control</u> – United Restoration employs state-of-the-art dehumidification and air purifying equipment to help eliminate health and safety concerns associated with any disaster to combat odors. This includes the use of ozone treatment that requires strict OSHA guidelines compliance.

<u>Bloodborne Pathogens</u> – United Restoration requires any employee performing biohazard projects to be certified in Bloodborne Pathogens, as per OSHA 29CFR 1910.1030 standards.

<u>Mold Remediation</u> — United Restoration provides comprehensive mold and microbial remediation services which is a result of vast experience, strong leadership, and upholding the IICRC S520 (Standard and Reference Guide for Professional Mold Remediation).

**Protocol** – Once a specific protocol is developed for the project, United Restoration begins remediation by:

- Employing engineering controls, which includes containment barriers and HEPA-filtered negative air machines
- Removal and disposal of mold affected building materials
- Evaluation and cleaning of surfaces using plant-based anti-microbial products
- HEPA vacuuming
- Hydroxyl Generator
- Clearance Testing

<u>Worker Safety</u> – United Restoration requires all employees working on a mold remediation project to utilize personal protective equipment.

#### Fire & Smoke Damage Restoration

**<u>Protocol</u>** – United Restoration can respond to any fire and smoke damage emergency to provide smoke and soot cleanup.

- Smoke and Soot particulate removal to remove contaminants and odor
- Ozone deodorization to remove finite traces of soot that produce an odor.

#### **Biohazard Emergency Response & Mitigation Process**

United Restoration specializes in the decontamination, cleanup, removal and proper disposal of biohazards. United Restoration uses ecofriendly plant-based chemicals that have been tested and verified to clean and decontaminate biohazards.

For cleaning and decontaminating biohazards on hard surfaced objects, roadways, fixtures and

infrastructure, United Restoration's process includes an application of antimicrobial and peroxide solutions that completely eliminates the biohazard, as opposed to just a surface cleaning. The treatment is followed with a decontamination solution that kills any bacteria, virus, or potentially dangerous contaminates in the feces, urine, vomit, or blood thus reducing the risks associated with the cleanup and handling of the biohazard, while also decontaminating the surface. Once the biohazard has been removed, a third chemical is used to fully clean the decontaminated surface. Finally, a fourth chemical acts as a polisher and degreaser to fully remove any remnants of the chemicals, leaving the surface clean and free of threat to health and safety.

United Restoration's objective and duty is to fully decontaminate, clean and properly dispose of all biohazards to ensure the health and safety of others. Extensive biohazard incidences require a defined process to remediate, cleanup, transport, and dispose of the waste. All cleanup work and disposal by United Restoration is done according to the protocols of the Florida Department of Health and OSHA.

#### **Biohazardous Material Cleanup Services**

United Restoration will remove, clean, and dispose of bio-hazardous material that include, but are not limited to human feces, animal feces, filth, dead animals, and chemical spills. United Restoration will provide crime scene clean up services that include, but are not limited to homicides, suicides, unattended deaths, self-inflicted wounds, accidents, and Fentanyl clean up. Police vehicles will be cleaned and sanitized. Services may include, but are not limited to, cleaning blood or other body materials from carpet, walls, floors, or other surfaces. Items that cannot be cleaned need to be completely removed from the scene and disposed of in an appropriate manner. Repair of building walls, floors, ceilings, etc. may be necessary.

#### **Summary of United Restoration's Capabilities**

- Fire and smoke damage restoration.
- Water damage mitigation and restoration, including:
  - Category I Sanitary water damage mitigation;
  - o Category II Unsanitary water damage mitigation;
  - o Category III Unsanitary water damage mitigation;
- HEPA Filters used when cleaning.
- Perform light demolition work as required.
- Ability to pressure wash and apply mold inhibitors as required.
- Ability to decontaminate, clean and deodorize building contents.
- Ability to clean air ducts.
- Ability to clean and deodorize carpets.
- Water extraction, dehumidification and structural drying services.
- Regular business hours are Monday through Saturday from 8:00 a.m. until 5:00 p.m.
- Emergency services offered seven days a week in addition to regular business hours.
- Ability to respond to the initial call for services promptly, no later than ten minutes after the call, with a verbal confirmation of the estimated time of arrival at the location of required services.
- · Ability to effectively and efficiently clean carpet and other surfaces that are soiled with

category II and III water.

- Ability to supervise and/or direct all contracted services performed by its employees, agents and subcontractors, while remaining solely responsible for all means, methods, and techniques.
- Licensed by the State of Florida to provide all required services.
- United Restoration has adequate equipment and supplies needed to complete the scope of work in an effective and safe manner including adequate protection from all communicable diseases.
- United Restoration is able to comply with all Federal Occupational Safety and Health Administration (OSHA) regulations and all other Federal, State, or City applicable safety and health rules and regulations.
- United Restoration understands the importance of discretion when it comes to our clients and the type of work we perform for them. To that end, all of our employees will maintain confidentiality at all times.
- Ability to comply with the training and record keeping regulations of OSHA regarding Blood Borne Pathogens, Hazard Communications and Personal Protective Equipment.
- All employees that will provide cleanup services have received all required training.
- Posting warnings of risks and hazards as necessary to protect the public, students and University personnel from work areas.
- Provide environmental remediation as needed for biohazard sanitization needs.
- Removal of health and safety threats in the indoor air.
- United Restoration will employ and maintain on the work site at all times a qualified Supervisor(s) who shall have full authority to act on behalf of United Restoration, and all communications given to the supervisor in writing by UCF's Authorized Representative shall be as binding as if given to United Restoration.
- United Restoration will provide an immediate response team that will be available to stage on site before, during, or after an emergency, if requested.

#### **Detailed Description of United Restoration's Process**

#### (1) Stabilize and dry the air with fresh air to prevent the growth of mold and mildew:

United Restoration's primary focus on all projects is balancing business continuity while ensuring the safety of staff and students. With this is mind, United Restoration approaches each large-scale water, flood and sewage mitigation project through the lens of psychrometric science—employing industry leading technology and drying techniques to dry all surfaces without having to remove them. This approach results in a high cost savings to our clients since the building materials that need to be replaced afterwards will be minimal.

United Restoration's air movers circulate the air, low-grain refrigerant dehumidifiers draw in cool, wet air and exert warm, dry air, and HEPA air scrubbers clean the air. This process results in the preservation of drywall, wood, carpet, and other building materials. Through immediate water extraction, structural drying, and moisture monitoring and control, paired with some of the most experiences technicians in the state, United Restoration's process effectively prevents the growth of mold and mildew.

#### (2) <u>Take immediate action to remove all traces of standing water:</u>

As an IICRC Certified Firm, United Restoration has a strict set of standards for water mitigation, flood damage repair, and sewage cleanup. United Restoration's process includes:

- Assessing all safety hazards, including electrical cords or devices that may be standing in water;
- Locating the water shutoff to eliminate the flow of water—if the water came from a pipe;
- Blocking further expansion of the water flow;
- Removing all wet materials for drying or disposal (based on the category of water—see below);

There are three main categories of water damage that result from a wide range of water damage causes:

- Category 1 Water Damage water originating from a potable or sanitary source and is fit for human consumption;
- Category 2 Water Damage water containing a significant contamination with the potential to cause illness if humans come in contact with it; and
- Category 3 Water Damage "grossly contaminated" water that contains harmful pathogenic and toxigenic agents.

Once United Restoration has determined the category of water damage, United Restoration will then determine the water damage class:

- Class 1 minimal amount of water has flowed onto materials that are predominantly low porosity, requiring limited mitigation and minimal dehumidification;
- Class 2 significant amount of water discharged and exposed materials are medium to high porosity. There is a greater absorption of water into materials and the water damage process is lengthened by the volume of water that needs to be removed and a lengthened drying time;
- Class 3 large amount of water absorbed by highly porous materials, resulting in the highest rate of evaporation necessary to affect the water damage restoration process; and
- Class 4 water intrudes and is trapped by building materials and assemblies, creating a difficult restoration process and needing longer drying time.

Once United Restoration has determined the categories and classification of the water damage, and has determined the underlying cause of the water damage to ensure that there won't be a reoccurrence, United Restoration will begin by extracting standing water through the use of an extraction unit. Once all standing water has been extracted, United Restoration will set up air movers to aid in the circulation of air inside the area, and low grain refrigerant dehumidifiers to dry the area by removing moisture from the air. Additionally, United Restoration will employ air scrubbers to restore cleanliness and sanitation by removing musty odors and other particles from the air.

#### (3) Evaluate the feasibility of restoring versus replacement of items:

Depending on the class and category of water damage, United Restoration will make best efforts to restore and preserve the existing building materials and items. If items have been exposed to category 1 or 2 water, then United Restoration will restore them so long as the materials can withstanding cleaning and sanitizing methods. Items and building materials that have been damaged by category 3 water must be replaced due to health hazards of contamination. Additionally, if cabinets, subfloor or other building materials have experienced swelling wood and have begun warping beyond repair, their will need to be replaced.

Ultimately, United Restoration's approach is arguably the most conservative in the industry—our motto? *Restore as much as possible and dispose of as little as possible.* 

#### (4) Identify and tag all items that will be restored:

Contents generally are defined as items and fixtures that are not included in the building plans of a structure. This includes appliances, electronics, furniture, and many other items. In many cases, damaged items require storage until an evaluation is made and confirmation of the need for repair or replacement is determined. United Restoration will perform a visual inspection and documentation, to determine the extent of the damage. The restorable water-damaged contents are cleaned by various methods and dried to appropriate moisture level or moisture content.

#### (5) Proved documentation of damaged/lost items:

The packout is the initial inventory and packaging of contents. Our contents restoration team uses a powerful software which allows for capturing detailed descriptions and photos and assigning a unique QR label to track the contents throughout the process. Inventory will be performed prior to removal of contents from the building and a chain of custody will be maintained. The inventory method includes visual documentation, written descriptions, moisture readings, damages, and restorability. All inventory documentation will be retained with the job records.

#### (6) Pack, transport, and store salvageable items:

Contents will be packed, transported, and stored using appropriate measures to minimize breakage, damage, loss, or contamination. Wet restorable contents will be dried prior to being packed and stored, and contents will not be returned to the affected area until restoration of the areas has been achieved. Ultimately, in each loss, once a determination has been made to restore an item, the decision whether to dry or clean the item first will depend on the category. If the water is category 2 or 3, and the client expresses a desire to restore the item, then the item will be cleaned first and then dried.

#### (7) Provide dry down methods to prevent and /or eliminate excess water:

To stop potential damage, United Restoration will physically remove excess water from surfaces. Additional moisture will be removed through the use of dehumidification, controlling temperature control, and by directing airflow across the affected items. The affected contents will be dried in the area of the moisture intrusion in conjunction with drying the affected structure. This helps minimize cost and inconvenience for the University. However, if the amount and type of damage to the structure prevents drying contents in the area of the moisture intrusion, or if contents require special handling, specialized drying chambers can be created to process the contents outside the affected area. These specialized drying chambers can be as simple as another room separated by containment where the humidity, airflow, and temperature can be used in a controlled manner to dry contents, and as complex as sublimation (vacuum freeze drying) chambers used for books, documents, and electronic media.

#### (8) Take immediate odor-control steps:

Microbial volatile organic compounds (MVOCs) are gas-phase metabolites—the presence of which is often indicative of active microbial growth and moisture problems. United Restoration's approach to immediate odor-control includes removing moisture through the use of a dehumidifier, removal of mold affected building materials, application of antimicrobial agents to kill and inhibit the growth of microbes, and use of HEPA air scrubbers to sanitize the air.

#### (9) Clean, Dry, and deodorize all items and surfaces:

United Restoration's cleaning process starts with soil and contaminant removal. If heavy odors exist, multiple cleanings and deodorizing attempts will be performed. This process entails application of antimicrobial biocide agents in order to control the growth of microorganisms and reduce potential risks associated with some of their metabolic by-products. Many antimicrobials are deactivated by organic matter in water or on surfaces. Therefore, pre-cleaning will be performed.

#### (10) <u>Remove all acidic smoke and soot from all surfaces:</u>

After a fire and/or smoke damage incident, United Restoration will first remove all burned debris to reduce odors. Next, dehumidifiers will be set up in order to control moisture in the air (relative humidity), especially where water was used to extinguish the fire. All metallic finishes will be wiped to prevent rust and staining, and plastic surfaces such as PVC windows and white painted surfaces will be cleaned with a mild alkali detergent to remove possible acidic soot which may activate with moisture in the air and cause permanent staining. Triage assessments to clean or remove all contents will be undertaken as quickly as possible. Where surface staining cannot be removed, United Restoration will apply specialized paint to obliterate the stain and anti-bleed characteristics. With respect to heavy resident, depending on the surface, United Restoration will employ more rigorous cleaning methods that include low-pressure sandblasting, sodium bicarbonate blasting, dry ice blasting, power washing with steam, or chemical application and agitation.

United Restoration employs different restoration methods and measures depending on the type of fire damage that occurred. Generally, high-oxygen, blazing fires will produce dry dusty soot on which dry sponges are effective in removing initial deposits followed with a detergent solution. Conversely, slow burning, low-oxygen smoldering fires will result in greasy, wet deposits that will easily smear. The HEPA (High Efficiency Particulate Air) vacuum is an essential tool. HEPA filters capture 99.97% of fine

particles down to 0.3µm that household vacuums exhaust back into the air. In order to remove combustion particles to the fullest degree possible, repeated slow HEPA vacuuming may be required. High-velocity blowers may supplant vacuuming on sensitive exterior surfaces.

#### (11) Complete water and/or fire damage restoration:

Turnkey Methodology and Technical Approach includes:

- Pre-event measures, including sandbagging to protect public health and safety and property against potential damage prior to a hurricane.
- Posting warnings of risks and hazards as necessary to protect the public, students and University personnel from work areas.
- Providing emergency repair and protection of building contents (pack-out).
- Provide environmental remediation as needed for biohazard sanitization needs with OSHA certified workers.
- Removal of health and safety threats in the indoor air through the use of air scrubbers and containment barriers.
- Mold remediation, where necessary, in the immediate aftermath of an event.
- Under the general oversight of the University, United Restoration will supervise and direct all work, workers, and equipment. United Restoration is capable and prepared to be responsible for the means, methods, techniques, sequences, safety programs, and procedures utilized for all work performed.
- United Restoration will employ and maintain on the work site at all times a qualified Supervisor(s) who shall have full authority to act on behalf of United Restoration, and all communications given to the supervisor in writing by the University's Authorized Representative shall be as binding as if given to United Restoration.
- United Restoration will provide an immediate response team that will be available to stage on site before, during, or after an emergency or disaster, if requested.

#### (12) Ability to Respond if Multiple Facilities are Affected by a Large-Scale State-wide Event:

#### UNITED RESTORATION HAS THE CAPACITY AND RESOURCES TO RESPOND TO UCF FACILITIES AT ONCE

United Restoration's internal processes and technology infrastructure allows us to stage crews throughout the entire State of Florida in anticipation of a large-scale state-wide event. To that end, **United Restoration's large internal team of full-time employees will be assigned to teams and zones throughout the State**, and each team—in coordination with our 24/7 dispatch center located in our Pompano Beach headquarters with Hurricane Proof IT and communication systems—will be responsible for ensuring the rapid response for any and all of UCF's buildings throughout the State of Florida. United Restoration's proprietary processes have

been tested time and time again, and has proven successful over the course of dozens of state-wide natural disasters.

**Case Study:** After Hurricane Irma devastated many parts of Florida, leaving the state without electricity, United Restoration was called upon to respond to well over a dozen affected sites all at once. Because of our Hurricane Proof IT and Communications Systems, Facility Managers were able to reach our Dispatch Center *within seconds*. Furthermore, because of our pre-disaster staging processes, our crews were prepared to respond—and did so—arriving to all affected locations in a matter of hours following the storm's devastation. Because every member of our team has access to our Mobile App that is connected to the Cloud, there were no issues with record-keeping and documentation of the damage—even during such a high-pressure situation.

In responding to an emergency, United Restoration's primary goal is to reduce the cost of the overall project and minimize operational disruptions to the University by mitigating damage to the fullest extent possible.

United Restoration understands the needs of the University when it comes to the importance of continuing operations, and public safety. As such, continuity of operations is always at the forefront of consideration when responding to any emergency, and UCF <u>will always receive **priority response** to expedite any project and reduce disruption to operations</u>.

#### SEE NEXT PAGE FOR A DETAILED RESPONSE PLAN DURING A HYPOTHETICAL STATE-WIDE EVENT

#### **Quality Control Program**

#### **Quality Control Program, Project Tracking and Sample Log**

- United Restoration utilizes an in-house quality control plan to ensure processes, equipment and procedures are extensively monitored on an ongoing basis to provide our clients the best service, with an eye towards exceeding industry standards.
- Documentation is vital to providing up-to-date progress reports and communications to the University. As such, United Restoration is committed to providing UCF with daily logs, pictures, psychrometric reports and project updates.
- United Restoration extensively cleans all equipment after use.
- United Restoration's staff is continuously trained to comply with local, federal, OSHA, IICRC and NAERMC standards.
- United Restoration strictly complies with all industry standards as well as local, state and federal regulations.
- United Restoration maintains up-to-date certifications, licensing and insurance coverage.
- To ensure compliance with the contract requirements, United Restoration's Account Manager for UCF will continuously review all of the University's requirements and scope of work with the assigned Field Supervisor for the specified project.
- United Restoration's CEO employs a hands-on approach to managing his team, often visiting the site and ensuring that all employees are upholding the highest standards of performance.
- Every employee that sets foot onto a project for UCF will be required to submit a daily work log at the end of the day, as well as upload photographs and other relevant documentation to the company's Secured Mobile App.

#### United Restoration's Internal Step-by-Step Approach to Quality Control with UCF

#### **Introductory Meeting with United Restoration Staff**

• Brief description of project and project requirements.

#### **Staffing Structure / Personnel Qualifications**

• Designate a Supervisor to oversee quality control of the assigned project. Document the name, authority, relevant experience, and qualifications of person with overall responsibility for quality control.

#### **Inspection / Control Procedures**

- Review all contract requirements.
- Ensure compliance of component material to the contract requirements.
- Ensure capability of equipment and personnel to comply with the contract requirements.
- Review contract requirements with personnel who will perform the work.
- Establish standards of workmanship/services.
- Establish detailed testing schedule.
- Conduct intermittent or continuous inspection during project to identify and correct deficiencies.
- Provide feedback and system changes to prevent repeated deficiencies.

#### **Manufactured Materials**

• Verify that manufactured materials comply with the requirements of the contract.

#### **Records and Documentation**

• List the records to be maintained.

#### **Dispatching United Restoration's Emergency Response Team**

 In the event of a loss, UCF should contact United Restoration's Emergency Response Line: 24/7/365 Response – (844)-979-8500

There will **always** be a live person ready to take the University's call, <u>and the call will be immediately</u> <u>connected with the designated on-call Emergency Response Supervisor</u>.

- 2. Basic information will be asked to determine the nature of the request, what type of response is required, how many crews are needed, and what type of emergency equipment and vehicle/s to dispatch.
- 3. United Restoration will immediately dispatch the team and assign a Field Supervisor (based on live-GPS coordinates; whoever is closest to the affected site will be directed to respond).
- 4. The Account Manager will create a project name in the company's cloud, which will allow the office and field technicians to relay information, documents, photographs and any other messages between one another in real-time, and share such information with the University. All United Restoration employees have access to our secure Mobile App which allows continuous and real-time FEMAcompliant documentation and updates.
- Once the Field Supervisor and Technicians arrive, the Field Supervisor will assess and determine the protocol for mitigating and remediating the situation, assess any immediate safety concerns that need to be addressed, obtain work authorization from the on-site University personnel, and begin initial cleanup.
- 6. During this time, the team will document the project with photographs, notes, and any other necessary tools which will then be uploaded to United Restoration's mobile app; the Account Manager will have access to this information immediately and can relay it to the appropriate University personnel.
- 7. Once the initial cleanup is complete, United Restoration will communicate with the University's personnel regarding the next steps, place safety warnings wherever necessary, and maintain contact with the appropriate official to restore the affected areas as per IICRC standards. The Field Supervisor will visit the job site daily to record indoor air quality levels and ensure that the machines are running properly and effectively remediating the affected areas.
- 8. Once cleanup is complete, the Account Manager will contact the University to ensure that all the expectations have been met, appropriate sampling/testing will be conducted, and an invoice will be sent to the University.

United Restoration's staff and equipment are available 24/7/365 to respond to any of the University's needs. United Restoration's Emergency Response Team, standing by 24/7, is prepared for dispatch with a minimum of 10 crews (often on rotation) on call each night.

Supervisors and Account Managers are on call 24/7, prepared to meet all of the University's needs.

Because UCF will be considered a **Priority Response Client**, United Restoration guarantees dedicated vehicles specific to the University, with state-of-the-art emergency restoration equipment ready to be dispatched to any campus on a moment's notice.

#### Access to Resources for Minor Repairs

United Restoration is capable of performing most minor repairs in-house. This allows our clients to have access to our team of technicians that are trained to provide immediate repairs.

#### Documentation, Recordkeeping, and FEMA Reimbursements

#### United Restoration is highly knowledgeable of FEMA and State of FL disaster reimbursement policies including the Robert T. Stafford Act, 44 CFR, FEMA Guides 321, 322, 323, and 324, and the applicable FEMA 9500 series policies.

United Restoration currently holds a number of FEMA Compliant Disaster Restoration contracts with local governments throughout Florida, including with the Broward County Board of County Commissioners. As a condition to being awarded these contracts, United Restoration was required to be knowledgeable with the reimbursement policies for the Federal Emergency Management Agency (FEMA), along with the FEMA Contract Clauses.

United Restoration understands the importance of providing FEMA Compliant documentation and records in order for the University to obtain FEMA reimbursement on disaster recovery services provided under this contract. Notably, United Restoration understands that pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) § 406, FEMA may fund the cost of repairing, restoring, reconstructing, or replacing an eligible facility on the basis of the design, function, and capacity of the facility as it existed immediately prior to the major disaster. Furthermore, United Restoration understands the burden on UCF requiring submittal of documents supporting the applications to substantiate its request for costs with accompanying invoices included in the administrative record, and compliance with specific regulatory standards.

The University can rest assured that United Restoration provides detailed Statements of Work (SOWs) associated with each project, and the associated costs. This includes information relating to specific site locations and dates for where and when the work was performed, the corresponding costs associated with each time of work, and documentation demonstrating the work was required as a direct result of the disaster.

As it relates to services provided by our subcontractors (HVAC and Document Recovery services), United Restoration ensures that subcontractors provide the same level of FEMA Compliant documentation as outlined above.

Satisfying FEMA's Procurement Guidance, United Restoration is a responsible contractor possessing the ability to perform successfully under the terms and conditions of this contract by virtue of United Restoration's high integrity, compliance with public policy, strong record of positive past performance, and financial and technical resources.

#### **HVAC Projects Team**

United Restoration has partnered with Air Duct Aseptics, our HVAC sub-contractor, on a long list of projects. Air Duct Aseptics bring more than 10-years of industry experience in commercial HVAC system cleaning. Air Duct Aseptics is a member of NADCA, and is a State of Florida Licensed Air Conditioning Contractor.

#### Air Duct Aseptics 937 NW 31<sup>st</sup> Avenue Pompano Beach, FL 33060

#### **Qualifications:**

NADCA Certified Class "A" Air Conditioning Contractor – CACO56550 ASCS – Certified Air Systems Cleaning Specialist CVI – Certified Ventilation Systems Inspector VSMR – Certified Ventilation Systems Mold Remediator American Council for Accredited Certification

Michael Tebor - President - 30 years experience - Certifications: ASCS, CIEC, CMR

Gregg McGee – Vice President of Operations – 25 years experience – Certifications: ASCS, CIEC, CMR

Charles Tino – Operations Manager – 25 years experience – Certifications: ASCS

Julio Sanchez - Senior Estimator - 4 years experience - Certifications: ASCS, EPA, VMT

Karl Innocent - Crew Leader - 13 years experience - Certifications: ASCS

#### **HVAC Similar Projects and Contact References for Air Duct Aseptics**

- 1) Embassy Suites Hotel, Boca, Geosyntec, Dan Schauer, 954-995 0900, dschauer@geosyntec.com
- 2) Mercy Hospital, Miami, W R Nash, Inc. John Barron, 305-885-8155, john.barron@wrnash.com

3) Victor Ferris Building, West Palm Beach, Stokes Mechanical, Nick Vukic 561-582-3589, nvukic@stokes.com

#### Document and Electronics Recovery Projects Team

United Restoration has partnered with Polygon Group, our document recovery sub-contractor. As a leader in document recovery and restoration, our partnership with Polygon Group will enable United Restoration to provide large scale document recovery on any size project for UCF.

#### **Polygon US Corporation**

Corporate Address: 15 Sharpner's Pond Road, Building F North Andover, MA Incorporated: June 23, 2010 in Delaware Federal Employer Identification: #27-2892115

State Corporation Commission (SCC) #F1829029

**Document Processing Facility:** 

7377 William Avenue, Suite 100 Allentown, PA 18106

#### **Past Performance**

#### Project Title: AmRestore - Prince Georges County

Description of the Project: Pack out, shipping, drying, cleaning, gamma irradiating and odor neutralization of roughly 12,700 cubic feet of critical documents Contract Number: AMR01-9/11 Contract Amount: \$3,017,642 COTR's Name, Address, and Phone Number: AmRestore, 796 Cromwell Park Drive, Suite K, Glen Burnie MD 21061 Jack Sloan, Prince Georges County, 14741 Governor Oden Bowie Drive, Upper Marlboro, MD 20772 Current Status, e.g., completed and/or if in progress, start and estimated completion dates: 10/2011 - 9/2012

Rapid Refile, a Polygon US Company, performed a full document recovery project for Prince Georges County as a subcontractor through AmRestore after Hurricane Irene in 2011. The duration of the project was 11 months. The project was a volume of over 12, 700 cubic feet of documents. This project was done in phases according to the customer's needs, as well as by specific departments. Services performed for this project included: shipping, freezer stabilization, vacuum freeze drying, desiccant drying, gamma irradiation, intensive cleaning, odor neutralization, re-boxing, labeling and return delivery. This project presented a few dynamics that directed us to structure the timeline of completion as we did. There was a large degree of extensive mold on the documents that required long extensive cleaning to accomplish a good result. The documents also presented a strong odor due to the proteins in the Chesapeake waters that had damaged the documents. Along with these services, mold testing was required on a percentage of the overall project set by the customer. Polygon accomplished a 100% cleared result with their process. Not one document failed the test. This required testing did factor into the timeline calculation because of pre and post testing periods. Polygon also performed short-term storage of the completed documents until the customer had a facility prepared for return delivery.

#### Project Title: National Archives and Records Administration

Description of the Project: Polygon cleaned damaged documents on the NARA site Contract Number: GS-10F-0027U Contract Amount: 199,000 Government Agency/Organization: National Archives at St. Louis COTR's Name, Address, and Phone Number: Marta O'Neill, 1 Archives Drive, St. Louis, MO 63132 Ph: 314-801-0907 Contract and, if applicable, task order number: NAMA-12-F-0157 Current Status, e.g., completed and/or if in progress, start and estimated completion dates: Completed 2013

Polygon won the RFQ for the cleaning of secure archives in St. Louis. This work was to be performed in the National Archives secure building under environmental containment. These archives were damaged by many years in storage and bird nesting. Polygon assembled two project managers and a team of cleaning specialists to work onsite for the duration of this project. Polygon met all of their deadlines and was just awarded an extension for additional work. This is the third project that Polygon has performed for this location of NARA. The previous two jobs were performed at our Chicago, IL Documents Facility.

#### Project Title: Our Lady of Lourdes Memorial Hospital

Description of the Project: Dry and clean flood damaged documents Contract Number: PO # was issued by the hospital Contract Amount: 490,000 COTR's Name, Address, and Phone Number: Anne Wolanski, 24 S. Washington St, Binghamton, NY 13905 ph: 607-798-5801 Current Status, e.g., completed and/or if in progress - start and estimated completion dates: Completed on 12/30/12

Our Lady of Lourdes Memorial Hospital called Polygon with an urgent request to restore their damaged documents. These medical records were in three buildings and required that Polygon respond with employees that had full background checks. Polygon was able to respond with 60 people the next day. This project involved restoration of medical records with secure personal information. The records had social security numbers in them, as well as data that required that we follow strict HIBA guidelines. The product was shipped in dedicated trucks to our Chicago, IL Document Facility. The damage was due to floodwater from Tropical Storm Lee. The medical records were exposed to floodwater that had dirt and silt mixed in. This water was classified as Class 3 water and required gamma ray treatment after cleaning. The production and type of damage was very similar to the FBI damaged records. Polygon met all the hospitals needs and deadlines.

#### Project Title: State of New Jersey Office of Legislative Services

David Inverso 225 West State Street Trenton, NJ 08625 January 2014 Mold damaged archives storage and restoration.

#### Project Title: Georgetown University Special Collections and Woodstock Library Book Recovery

Description of Project: Onsite cleaning of over 11,000 linear feet of mildly damaged special collection items. Project was completed onsite with containment set up using proper PPE.

Description of Project: Polygon packed-out, inventoried, transported, vacuum freeze-dried, cleaned, and odor neutralized 199 boxes or 240 cubic feet of water-damaged books. Project concluded in August 2018.

Contact and Address: Karen O'Connell #202-687-7585 37<sup>th</sup> and Prospect Streets Washington, D.C. 20057

#### Project Title: FBI Damaged Files

Overview: 2 projects over 19 months Services: Drying, gamma irradiation, cleaning, transportation Size: Over 7,000 boxes Duration: August 2015- February 2017 Contact: Teresa Fitzgerald #202-324-5820

#### Project Title: Parsons- Army Core of Engineers

Description of the Project: Drying, cleaning and decontamination of files from Hurricane Sandy in abandoned Army Core building. Files and blueprints were salvaged with a certain portion of the project then scanned or reproduced.

Contact and Address: Cris Grill 100 High Street Boston, MA 02110

#### Project Title: Town of Monroe, NY

Description of Project: Polygon provided pack-out, inventory, transportation, cleaning, decontamination (gamma), odor neutralization and re-boxing services on roughly 800 cubic feet of town archives that had mold/particulate presence.

Contact and Address: Mary Ellen F. Beams RMC 1465 Orange Turnpike Monroe, NY 10950 P:(845) 783-1900 ext.100 maryellen@monroeny.org

#### Project Title: Boston Public Library

Description of Project: On-site cleaning of roughly 30,000 linear feet of collections materials, including: rare book department, stacks, offices, labs and more. Completed in Fall 2015 in 25 working days.

Contact and Address: Laura Irmscher - #617-859-2141 700 Boylston Street Boston, MA 02116

#### Project Title: Harvard University

Description of Project: Cleaned/treated over 61,000 historic glass photographic astronomy plates over a span of two years. Project finished up

Contact and Address: Priscilla Anderson #617-495-8596 Cambridge, MA 02138

#### Personnel:

Allentown Document Recovery Center Production Staff:

- Susan Brobst 9 years experience in the document recovery industry, roles include: document technician and quality control supervisor
- Maria Gonzalez-Servellon 7 years experience in the document recovery industry, roles include: document technician, lead-document technician, quality control
- Amanda Nieves 5 years experience in the document recovery industry, roles include: document technician, lead-document scanning technician, inventory specialist
- Amanda Hernandez 5 years experience in the document recovery industry, roles include document technician, lead-document scanning technician, inventory specialist

#### **Staffing Plan:**

A detailed staffing plan will be developed as needed, specific to the project and scope of work necessary to complete the desired project in the highest quality, most cost-efficient manner. Each project has its own uniqueness, although at times many similarities exist, and needs to be evaluated and assessed as they arise to accurately develop and carry-out the most effective and efficient course of action. The staffing plan will ultimately fall in line with this process.

#### Understanding of the Task to be Performed:

#### BACKGROUND

Damaged paper, bookbinding's, x-rays and films quickly deteriorate, so a timely and appropriate recovery protocol is necessary to halt the progression of damage, and protect highly valuable and irreplaceable documents. Polygon has the expertise to evaluate and cost-effectively recover your potential information loss. Each year Polygon saves over 1 million documents.

Thousands of groups have benefited from Polygon information recovery services including: hospitals, libraries, archives, record management facilities, colleges and universities, small businesses, museums and galleries. Polygon is structured to manage any size project and has the experience, knowledge and instrumentation to evaluate and scientifically measure the extent of your disaster damage. Polygon's analysis and expertise will allow United Restoration and its clients to choose the most cost-effective recovery method for saving books, documents, artifacts or data.

Polygon has strategically located document recovery centers throughout North America (including Chicago, IL, San Francisco, CA Boston, MA and Allentown, PA areas). As a result, the processing of your documents is expedited, facilitating a quick turn-around-time for the completion of the restoration process and the return of your materials. Polygon document recovery center personnel undergo extensive training in all aspects of information recovery and are up to date on the most advanced techniques available, such as: vacuum freezing drying, blast freezing, microbial disinfecting, deodorization and soot (carbon) removal. Polygon also work with clients and their preservation/conservation professionals to ensure that their plan of work is appropriate for their collection.

Polygon's document and media recovery services are designed to meet your needs. Polgyon will handle your loss from beginning to end, managing the process in an orderly, disciplined manner. In some cases, it will be desirable to restore your documents and media on-site. However, under most circumstances, moving your information to a secure Polygon document recovery center will be most advantageous.

- Emergency Services
- Complete Project Management
- Application of Disinfectants
- Smoke and Soot (Carbon) Removal
- Deodorization
- Media and Document Restoration
- Dehumidification and Drying
- Vacuum Freeze Drying
- Onsite Drying
- Microbial Disinfecting
- Copy and Storage
- Scanning

#### DOCUMENT RECOVERY PROCESSES

#### Vacuum Freeze-Drying of Water Damaged Documents

Polygon performs state-of-the-art document drying, utilizing a 24-hour computer-monitored vacuum freezedrying process to return the moisture content of water-damaged records/files to normalized levels (5-8% preferred). The initial step in the vacuum freeze-drying process is to blast freeze the water- damaged records/books to a temperature of at least -20° F. This safely stabilizes the materials in their current state, preventing any further deterioration from occurring. The pressure in the chamber drops from the beginning of the process and heat is added gradually to efficiently create the conditions necessary for sublimation and proper, true vacuum freeze-drying. Books and other bound materials are dried at a lower sustained temperature throughout the process, along with being contained within an additional layer of pressure to maintain their composition and integrity to the highest possible form. Polygon's state of the art equipment has dual capabilities of monitoring temperature, as well as the weight of the load. This, combined with many years of technical experience, provides Polygon with multiple methods of knowing when the product is properly dry and ready for the next steps of processing.

Polygon uses the state of the art vacuum freeze-drying method because this is the only drying process where the documents will not pass-through the liquid/wet phase, they go straight from a solid (frozen) state, to the dry state. When documents are wet and sit is when deterioration occurs as well as potential microbial growth. This is why freezer stabilization of wet documents is so critical and an immediate priority after a loss. Other methods of drying, such as thermal vacuum-drying, desiccant air-drying etc. all have a point in the drying process when the documents go through the liquid/wet phase, which is the phase that you want to avoid for the best possible recovery of the materials.

#### Cleaning and Sterilization

Cleaning removes any biological contaminants/particulates from the surface. Polygon's trained staff clean each document using materials such as dry-chemical archival sponges and scrub pads, while avoiding the use of liquid solutions that would reactivate any moisture in the materials. In cases with mold spores/particulates, individuals follow standard procedures for spore removal, including the use of High Efficiency Particulate Air (HEPA) vacuum systems. Gamma irradiation technology (Sterilization) will be used on the specified materials in the cases of contaminated water and/or noticeable mold/particulate presence. The minimum gamma irradiation dose for effective remediation is 4.5 kilograys (kGy); a dose of 10 kilograys (1 megarad) or higher is considered too high as it accelerates paper aging processes by as much as 50-100%, according to studies. Polygon will have the materials processed within these acceptable ranges. Wet records will be dried first before irradiation methods are utilized to sanitize contaminated records. The outcome shall be that all biological contaminants are sterilized. Documents exposed to gamma irradiation will have no chemical residue and are considered sterile for handling.

#### Digital Imaging

Some clients may choose to digitally image their records after or in lieu of recovery services. Storing digital copies of important files offers many benefits and can be a safeguard to protect these records from future environmental concerns. Polygon can provide digital imaging services in a customized format specific to each set of client needs. Polygon document technicians will prep the documents in advance of imaging services. Polygon scanning is typically different than standard bulk scanning due to the fact that the documents generally will have to be scanned either by single feed or flatbed-scanning based on the condition of the paper as a result of the damage. Documents will be scanned at 200 dpi, black/white images in PDF format. Groups of documents organized by binders, hanging files, and/or file folders will be imaged in their current order as single PDF files.

Original label or identifying information from the binder, hanging file and/or file folder will serve as the file

name in a basic folder database with indices to be determined. Images will be uploaded by index into a basic file folder database for search and locate or future integration to an Electronic Content Management (ECM) system provided by a third party.

Technicians will then inspect the PDF images for clarity and accurate location. After inspection, the database will be transferred to an external hard drive for delivery to the customer.

#### Copying (Reproduction)

The documents will be reproduced on 20lb paper in BW print. The files will be cleaned and repaired to a state of necessity to obtain proper images to allow for the reproduction/photo-copying of the contents. Original binding and document housing will be replaced with like-kind when available in the marketplace. Original labeling will be reprinted and affixed to replacement housing. The reproduced documents will be re-boxed in new boxes with original identifying information reprinted on the exterior of the boxes.

#### Transporting Damaged Records

Polygon will provide transportation that meets customer requirements for transporting damaged records removed from their facility, along with establishing the proper chain of custody. Polygon will ensure that records are not tampered with during transport. Transportation will comply with all local, state and federal rules and regulations. Polygon will provide documentation including a signed manifest documenting all materials leaving the customer's facility. The contents of each shipping container/pallet will be listed on a manifest. The method of shipping will ensure that safety and security is maintained. Polygon will provide prompt notification upon receipt of shipment and inventory tracking.

Polygon will transport shipments by roadway. Transportation can be arranged for point-to-point logistics with no overnight stays or layovers. In this case, a Team Driver unit will be used so that the records are continuously accompanied throughout transit. One driver will remain with the records at all times. Climate-controlled trailers will be utilized, as deemed necessary, to transport the damaged materials with conditions specified by the scope.