

Region 4 Education Service Center (ESC)

Contract # R200101

for

Job Order Contracting Services

with

BELFOR USA Group, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and **BELFOR USA Group, Inc.**, effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFCSP, incorporated by reference

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name BELFOR USA Group, Inc.
Address 185 Oakland Avenue, Suite 150
City/State/Zip Birmingham, MI 48009
Telephone No. (248) 594-1144
Email Address paul.suchowski@us.belfor.com
Printed Name Paul Suchowski
Title Controller
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R200101

Initial Contract Term May 1, 2020 to April 30, 2022


Region 4 ESC Authorized Board Member
Margaret S. Bass
Print Name

4/28/2020
Date


Region 4 ESC Authorized Board Member
Carmen T. Moreno
Print Name

4/28/2020
Date



Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s Use)
I, p. 3	Acceptance of WOs	Proposed Modification: Add the following as a new paragraph at the end of the Scope of Work Section: “BELFOR reserves the right to accept or reject Work Order requests on a case by case basis. Each Work Order and any separate contracts with a participating public agency is subject to negotiation and mutual agreement between the parties.” Reason: This modification is necessary per the request from our surety due to the bid bond requirement in this bid. In addition, it also allows BELFOR to properly discuss the scope with each participating agency to determine if we are the best fit.	Accept
I, p. 5	Insurance, Builders’ Risk	Proposed Modification: Delete the following: “Builders’ Risk (Property) Required for all individual job orders over \$100,000 – for the amount of the job order”. Reason: Builders’ risk is something the property owner puts in place, not the contractor. It is done on a per job basis. Upon the agency’s request, if mutually agreeable, BELFOR is willing to attempt to try to obtain a builders’ risk policy but cannot guarantee one for every job.	Acceptable to read "upon agency request"
III., Section 23, p. 12	Formation of Contract	Proposed Modification: Add the following at the end of the first sentence: “subject to the exceptions set forth in the offer from the Offeror.” Reason: BELFOR is submitting its offer with certain	Acceptable as incorporated in Appendix A, 4) Form of Contract

		exceptions to some of the terms. BELFOR's bid is conditioned upon these exceptions.	
IV., Section 2(v), p. 16	Insurance, Builders' Risk	Proposed Modification: Delete the following: "Builders' Risk (Property) Required for all individual job orders over \$100,000 – for the amount of the job order". Reason: Builders' risk is something the property owner puts in place, not the contractor. It is done on a per job basis. Upon the agency's request, if mutually agreeable, BELFOR is willing to attempt to try to obtain a builders' risk policy but cannot guarantee one for every job.	Acceptable to read "upon agency request"
Appx A, p. 18	Purchasing Procedure	Proposed Modification: Add the following clause as a section regarding purchasing procedure: "Purchase orders issued by Participating Government Agencies to Contractor must indicate 'Per Omnia Contract' verbatim on the purchase order." Reason: This will help to eliminate any confusion or doubt as to whether the purchase order arose out of this contract.	Acceptable as incorporated in Appendix A, 3) Purchasing Procedure
Appx A, Section 16, p. 20	Payments	Proposed Modification: Add the words "no later than 30 days" before the word "upon". Reason: BELFOR requests a clear timeframe on when invoices will be paid.	Acceptable as incorporated in 17), Payments
Appx A, Section 18, p. 20	Audit	Proposed Modification: Delete the following from Section 18: "Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense." Reason: This provision is overly broad.	Unacceptable to delete, however acceptable as incorporated in 18) Audit Right
App A, Section 32, p. 22	Insurance	Proposed Modification: Delete the words "ten (10)" and replace it with "30". Reason: Our policy gives 30 days prior written notice to cancellation.	Accept
Exhibit A, Section 2.1, p. 5	Corporate Commitment	Proposed Modification: Delete the words "including any existing customers". Reason: BELFOR is happy to extend this contract to current clients upon their request.	
Exhibit A, Section 2.2, p. 6	Pricing Commitment	Proposed Modification: Add the word "generally" before "its" and the words "for similar services under the same terms and conditions". Reason: This better clarifies the pricing warranty.	
Exhibit A, Section 3.3(B)(ii)&(viii), p. 7	Information on BELFOR's Website	Proposed Modification: Delete Exhibit A, Section 3.3(B)(ii) & (viii) in their entirety. Reason: Supplier treats its customers equally and cannot agree to appear to prioritize one or over the other in this manner.	
Exhibit A, Section M, p. 10	Response to Other RFPs	Proposed Modification: Delete Section M in its entirety. Reason: BELFOR will use reasonable efforts to market this contract, however, it will not pay a fee where it has to go through the competitive bidding process again outside	9

		of this agreement.	
Exhibit B, Section 10, p. 14	Marketing	<p>Proposed Modification: Delete the following from Section 10: "Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order."</p> <p>Reason: BELFOR will market the program to make agencies aware of its existence but it is up to the Agency to agree to join or to use the contract. Our focus is on responding to the clients at a time of need as our first priority.</p>	
Exhibit B, Section 11, p. 14	Marketing	<p>Proposed Modification: Delete the words "as set forth in the solicitation" and replace it with "when applicable as set forth in Supplier's response to the solicitation".</p> <p>Reason: BELFOR is capable of providing the marketing support as detailed in its bid.</p>	
Exhibit B, Section 12, p. 15	Administrative Fee	<p>Proposed Modifications: Add the following clause at the beginning of Section 12:</p> <p>"From time to time, a Participating Public Agency may purchase Supplier's services under the Master Agreement by: (i) executing a contract, purchase, or similar document agreed upon by both parties that authorizes Supplier to perform services; and (ii) such document states the "Per Omnia Contract" verbatim (herein referred to as a "Resulting Contract")."</p> <p>Further, add the following at the end of the first sentence " , provided Supplier has been paid in full for services performed in connection with a Resulting Contract no later than 120 days after the Participating Public Agencies receipt of Supplier's invoice."</p> <p>Reason: To ensure better clarity among all parties, BELFOR wants to make sure Omnia is referenced in the resulting contract or PO so we can timely pay Omnia's fee and to avoid any other conflicts or disputes. Additionally, if the client only pays us 70% of what we are due, we do not believe it is equitable for us to have to pay another 3% of that amount to Omnia.</p>	
Exhibit B, Section 15, p. 15	Audit	<p>Proposed Modification: Delete the following clause from Section 15: "together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit."</p> <p>Reason: BELFOR will, of course, make Omnia whole if it makes a mistake but will not bear the costs of an audit for that mistake. It intends to work closely with Omnia as a partner to make sure those discrepancies do not occur.</p>	
Exhibit B, p. 17	Confidentiality	<p>Proposed Modification: Add the following as a new term: "Except with respect to Public Agencies or Participating Public Agencies, for purposes of any third party requests, the parties shall treat this Contract and its terms as confidential."</p>	

		Reason: For any unrelated third parties, BELFOR wants to keep this Agreement confidential such that it would not need to disclose the terms to another third party that is not a public agency.	
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APPENDIX A

CONTRACT

This Contract ("Contract") is made as of May 1, 2020 by and between Belfor USA Group, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Job Order Contracting Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R200101 for Job Order Contracting Services ("RFCSP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFCSP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of two (2) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the Offeror's Proposal/response to the RFCSP, incorporated herein by reference as though fully set forth herein.

- 3) Purchasing Procedure:
 - Purchasing orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per Region 4 ESC Contract"
- 4) Form of Contract. The form of Contract shall be the RFCSP, the Offeror's proposal and Best and Final Offer(s), and Appendix B Terms & Conditions Acceptance Form.
- 5) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFCSP and any addenda
- 6) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 7) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 8) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 9) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 10) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 11) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 12) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 13) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 14) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 15) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 16) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 17) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and no later than 30 days upon receipt of a properly completed invoice.
- 18) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing given to a Public Agency that is registered with Omnia Partners and that purchased Contractor's services pursuant to this Agreement at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered by Contractor to a Public Agency that is registered with OMNIA Partners and purchased Contractor's services under this Agreement that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's such pricing under that contract at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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20) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

21) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

22) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

23) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

24) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

25) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

26) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 27) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 28) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 29) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 30) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 31) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 32) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 33) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of thirty (30) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

34) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



Proposal

to

**Region 4 Education Service Center
RFCSP Number 20-01
Job Order Contracting Services**



Due Date: January 23, 2020

**Corporate Headquarters
BELFOR USA Group, Inc.
185 Oakland Avenue, Suite 150
Birmingham, MI 48009
248-594-1144**

**Account Manager
Gary Alexander
Office: (631) 964-8900
Cell: (631) 478-7801
Email: gary.alexander@us.belfor.com**

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Tab 1

**DRAFT CONTRACT AND OFFER AND
CONTRACT SIGNATURE FORM
(APPENDIX A)**

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFCSP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFCSP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of two (2) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFCSP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFCSP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFCSP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

CONTRACT

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name BELFOR USA Group, Inc.
Address 185 Oakland Avenue, Suite 150
City/State/Zip Birmingham, MI 48009
Telephone No. (248) 594-1144
Email Address paul.suchowski@us.belfor.com
Printed Name Paul Suchowski
Title Controller
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member _____
Date

Print Name

Region 4 ESC Authorized Board Member _____
Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s Use)
I, p. 3	Acceptance of WOs	Proposed Modification: Add the following as a new paragraph at the end of the Scope of Work Section: “BELFOR reserves the right to accept or reject Work Order requests on a case by case basis. Each Work Order and any separate contracts with a participating public agency is subject to negotiation and mutual agreement between the parties.” Reason: This modification is necessary per the request from our surety due to the bid bond requirement in this bid. In addition, it also allows BELFOR to properly discuss the scope with each participating agency to determine if we are the best fit.	
I, p. 5	Insurance, Builders’ Risk	Proposed Modification: Delete the following: “Builders’ Risk (Property) Required for all individual job orders over \$100,000 – for the amount of the job order”. Reason: Builders’ risk is something the property owner puts in place, not the contractor. It is done on a per job basis. Upon the agency’s request, if mutually agreeable, BELFOR is willing to attempt to try to obtain a builders’ risk policy but cannot guarantee one for every job.	
III., Section 23, p. 12	Formation of Contract	Proposed Modification: Add the following at the end of the first sentence: “subject to the exceptions set forth in the offer from the Offeror.” Reason: BELFOR is submitting its offer with certain	8

		exceptions to some of the terms. BELFOR's bid is conditioned upon these exceptions.	
IV., Section 2(v), p. 16	Insurance, Builders' Risk	Proposed Modification: Delete the following: "Builders' Risk (Property) Required for all individual job orders over \$100,000 – for the amount of the job order". Reason: Builders' risk is something the property owner puts in place, not the contractor. It is done on a per job basis. Upon the agency's request, if mutually agreeable, BELFOR is willing to attempt to try to obtain a builders' risk policy but cannot guarantee one for every job.	
Appx A, p. 18	Purchasing Procedure	Proposed Modification: Add the following clause as a section regarding purchasing procedure: "Purchase orders issued by Participating Government Agencies to Contractor must indicate 'Per Omnia Contract' verbatim on the purchase order." Reason: This will help to eliminate any confusion or doubt as to whether the purchase order arose out of this contract.	
Appx A, Section 16, p. 20	Payments	Proposed Modification: Add the words "no later than 30 days" before the word "upon". Reason: BELFOR requests a clear timeframe on when invoices will be paid.	
Appx A, Section 18, p. 20	Audit	Proposed Modification: Delete the following from Section 18: "Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense." Reason: This provision is overly broad.	
App A, Section 32, p. 22	Insurance	Proposed Modification: Delete the words "ten (10)" and replace it with "30". Reason: Our policy gives 30 days prior written notice to cancellation.	
Exhibit A, Section 2.1, p. 5	Corporate Commitment	Proposed Modification: Delete the words "including any existing customers". Reason: BELFOR is happy to extend this contract to current clients upon their request.	
Exhibit A, Section 2.2, p. 6	Pricing Commitment	Proposed Modification: Add the word "generally" before "its" and the words "for similar services under the same terms and conditions". Reason: This better clarifies the pricing warranty.	
Exhibit A, Section 3.3(B)(ii)&(viii), p. 7	Information on BELFOR's Website	Proposed Modification: Delete Exhibit A, Section 3.3(B)(ii) & (viii) in their entirety. Reason: Supplier treats its customers equally and cannot agree to appear to prioritize one or over the other in this manner.	
Exhibit A, Section M, p. 10	Response to Other RFPs	Proposed Modification: Delete Section M in its entirety. Reason: BELFOR will use reasonable efforts to market this contract, however, it will not pay a fee where it has to go through the competitive bidding process again outside	9

		of this agreement.	
Exhibit B, Section 10, p. 14	Marketing	<p>Proposed Modification: Delete the following from Section 10: "Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order."</p> <p>Reason: BELFOR will market the program to make agencies aware of its existence but it is up to the Agency to agree to join or to use the contract. Our focus is on responding to the clients at a time of need as our first priority.</p>	
Exhibit B, Section 11, p. 14	Marketing	<p>Proposed Modification: Delete the words "as set forth in the solicitation" and replace it with "when applicable as set forth in Supplier's response to the solicitation".</p> <p>Reason: BELFOR is capable of providing the marketing support as detailed in its bid.</p>	
Exhibit B, Section 12, p. 15	Administrative Fee	<p>Proposed Modifications: Add the following clause at the beginning of Section 12:</p> <p>"From time to time, a Participating Public Agency may purchase Supplier's services under the Master Agreement by: (i) executing a contract, purchase, or similar document agreed upon by both parties that authorizes Supplier to perform services; and (ii) such document states the "Per Omnia Contract" verbatim (herein referred to as a "Resulting Contract")."</p> <p>Further, add the following at the end of the first sentence " , provided Supplier has been paid in full for services performed in connection with a Resulting Contract no later than 120 days after the Participating Public Agencies receipt of Supplier's invoice."</p> <p>Reason: To ensure better clarity among all parties, BELFOR wants to make sure Omnia is referenced in the resulting contract or PO so we can timely pay Omnia's fee and to avoid any other conflicts or disputes. Additionally, if the client only pays us 70% of what we are due, we do not believe it is equitable for us to have to pay another 3% of that amount to Omnia.</p>	
Exhibit B, Section 15, p. 15	Audit	<p>Proposed Modification: Delete the following clause from Section 15: "together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit."</p> <p>Reason: BELFOR will, of course, make Omnia whole if it makes a mistake but will not bear the costs of an audit for that mistake. It intends to work closely with Omnia as a partner to make sure those discrepancies do not occur.</p>	
Exhibit B, p. 17	Confidentiality	<p>Proposed Modification: Add the following as a new term: "Except with respect to Public Agencies or Participating Public Agencies, for purposes of any third party requests, the parties shall treat this Contract and its terms as confidential."</p>	

		Reason: For any unrelated third parties, BELFOR wants to keep this Agreement confidential such that it would not need to disclose the terms to another third party that is not a public agency.	
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TAB 2

OFFEROR'S EXPERIENCE AND REPUTATION

b) Offeror's Experience and Reputation

- i. Include a detailed response to Appendix E, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

See response to Appendix E, Exhibit A, attached.

- ii. The successful Offeror will be required to sign Appendix E, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

See proposed exceptions on Appendix B, attached.

- iii. Include completed Appendix E, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

See Appendix E, Exhibits F and G, attached.

- iv. Describe how Offeror responds to emergency orders.

The BELFOR National Call Center provides emergency dispatch services 24/7/365. Agents connect callers directly with the on-call manager in the BELFOR location nearest the loss who can immediately dispatch manpower and equipment to the scene.

Responding emergency crews come prepared and equipped to implement immediate security measures, such as board-ups or shrink wrap for exposed areas, perimeter fencing, locks, lock in-out procedures, etc.

Initial Assessment - From the very beginning, the project is a collaborative effort between BELFOR responders / Project Managers and the Omnia Member's emergency team. Initial on-site meetings and walkthroughs take place to make a preliminary assessment of needs for manpower, equipment, safety, accessibility, badging, priorities, etc.

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

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

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

As crews perform emergency mitigation procedures to stabilize the impacted facility, a walk-through with BELFOR team leaders and designated Omnia Member personnel will take place to begin development of a full scope of damages.

Each event is evaluated to determine what is best for the type of facility impacted, type of peril, the type of operations unit affected and how best to minimize operational disruption.

BELFOR team leaders will confer with the Omnia Member from the outset to refine scope, decide on the approach that makes the most sense for that site and event, and develop a scope and timeline.

Using information gathered from the initial walk through, the Project Manager will begin to develop the following:

- Scope of damages write up
- Statement of work
- Priority Dry out Items
- Relocation and work sustainability of Plant / Office personnel
- Schedules and work hours
- Number of personnel needed
- Amount and type of equipment needed
- Temporary needs, i.e. facilities, utilities, climate controls, roof covers, etc.
- Parking
- Preliminary budget, to be updated weekly

The following key roles will be assigned as needed:

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

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

Emergency mitigation plan will be formulated to include:

- Identify and evaluate health, safety, and risk issues
- Establish very specific priorities of the Omnia Member and Site
- Determine protection levels for contents and equipment
- Determine the extent of moisture intrusion
- Assess structural materials
- Evaluate the HVAC systems

- Establish drying goals
- Establish Power requirements/ Limitations
- Determine the overall scope of the mitigation process
- Based on this data, structural drying can began.

Emergency mitigation procedures may include:

- Secure the building (board-up, fencing, roof cover, security)
- Isolate and contain environmental Issues
- Hazard Identification and mitigation
- Asbestos and lead testing per UBC, EPA and OSHA requirements
- Smoke ventilation, if applicable
- Water extraction
- Implement humidity & temperature controls
- Structural drying & dehumidification
- Winterization
- Identify & isolate utilities
- Identify structural issues (shoring, EMS Construction, Electrical, Plumbing, debris removal)
- Remove or protect HNW assets (block furniture, pack out art, electronics, valuable papers)
- Shrink wrap items
- Corrosion control (electronics)
- Isolate damaged areas & restrict access

Construction emergency services may include:

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

- v. Describe Offeror's ability to meet service and warranty needs, if applicable.

Contractor warrants to Owner that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Work will be of good quality, installed in a good and workmanlike manner, and free from defects; and the Work will conform with the requirements of this Contract and all applicable codes. The foregoing Warranty shall commence on the date of the project's completion and continue for a period of one (1) year. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. All warranties are contingent upon full payment to the Contractor.

"Emergency Services, Mold Remediation, and Dewatering Exclusions. Contractor does not provide either an express or an implied warranty for emergency services, mold remediation, and dewatering work. For mold remediation and dewatering work,

Contractor's work is complete: (i) upon a mold clearance testing of the work for mold remediation by an Industrial Hygienist or (ii) obtaining acceptable moisture levels for dewatering work with such test results subject to current industry standards and local environmental conditions. Any portion of Contractor's work that is subsequently found to be defective for its intended purpose that was performed under the direction of, in accordance with, or approved by, any such professional or their reports, testing or protocols, is not the liability or responsibility of Contractor. MCC's sole recourse in such an event is to file a claim against the professional. MCC shall produce a copy of the Industrial Hygienist report to Contractor. EXCEPT FOR AS STATED ABOVE,

CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE IMPLIED WARRANTIES OF WORKMANLIKE CONSTRUCTION, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY."

- vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

BELFOR is a 24/7/365 enterprise. During the day, issues can be directed to your National Sales Manager, Gary Alexander. Issues after hours can be addressed through our BELFOR Call Center, who can reach out to interested parties on your behalf.

Client satisfaction and the resolution of any issue related to a project are very important to BELFOR. Every loss is unique with its own special circumstances. Your assigned Sales Manager, Gary Alexander, will be tasked with resolving the issue within 48 hours with the appropriate parties. Once a plan of action is created to solve the defined problem, the Account Manager will usher the resolution process through to completion while keeping all parties informed of the resolution. If the issue cannot be solved by the BELFOR Account Manager, the problem will be escalated for resolution to higher levels of management through a defined structure - from Account Manager to General Manager to Regional Manager and to BELFOR Corporate.

- vii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments.

Initial internal audit for compliance, external submission typically 30 to 4 days after completion of project. Net 30. Check, credit card and ACH all acceptable.

- viii. Describe Offeror's contract implementation/customer transition plan.

Advertising via mailings and local publications about our new relationship, as well as individual visits to all public entities in our local areas to promote it. Training can be offered for their facility teams to teach them the basics on what to expect and how to handle property disasters. We have had a lot of interest and success with this approach. We can also discuss partnering with OMNIA to hold workshops for local school districts and municipalities to educate and further promote the advantages of our new partnership.

- ix. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

We are close to launching a client-facing customer portal that will run parallel with our BELFOR Compliance System (BCS). (BCS) is a fully customized software program that provides quality control and timeline adherence for all BELFOR projects.

- The General Manager, Administration, Estimator/Project Manager will all use BCS daily to manage and track the status and progression of the project. Red flags appear when any key performance indicators (scope, budget, timeline) are outside of the set parameters.

- BCS requires real-time project progress updates.

Key performance indicators include: Date & Time of Loss; Date & Time Received; Date & Time Contacted; Site Inspection Date & Time; End Inspection Date & Time; Inspected by (BELFOR Employee); Estimate Submitted Date; Estimate Approved; Actual Start Date & Time; End Job Date & Time; Date Projected Close; Work Completed – Ready For Final Invoice; Billed – Invoiced; and Paid In Full.

- Personnel, equipment and consumable tracking forms are used in conjunction with BCS. Equipment is tracked using an internal software system which allows us to check equipment. Email correspondence, photos and other documentation for the project are all captured.

- The General Manager, Administration, Estimator/Project Manager will all use BCS daily to manage and track the progression of the project to ensure QA/QC.

- x. Describe the Offeror's safety record.

BELFOR has an industry leading safety department with unlimited resources to protect our employees. BELFOR has also been proactive reducing the cost per incident and lost days per incident significantly year after year with the goal of becoming the largest company with the lowest injury record among our competitors.

- xi. Indicate whether the Offeror is or has ever been debarred.

No.

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

Founded in 1946, BELFOR's 74-year history and vast experience over the years has afforded us the opportunity to restore and repair almost every type of structure imaginable. Our corporate office is headquartered in Birmingham, Michigan at the following address:

185 Oakland Avenue, Suite 150
Birmingham, MI 48009

- xiii. Offeror's reputation in the marketplace

BELFOR is an award-winning General Contractor, with more than 73 years of reconstruction experience. With locations in 151 locations in North America and over 300 around the world, our unmatched depth of resources and knowledge, proven track record of superior response and comprehensive service offerings have made us the contractor of choice for public and private entities of all types and sizes across the country. We have developed our leadership position through a corporate culture of superior service, accountability, internal growth, strategic acquisition, technology development and training of our intellectual assets.

- xiv. Reputation of products and services in the marketplace.

BELFOR has been the #1 Remodeling Company on the Top 500 U.S. Remodelers List since 2001 (National Association of the Remodeling Industry) and has received numerous awards that recognize excellence in the restoration industry, including Apex, Chrysalis and Phoenix Awards. A complete list is available upon request.

See also attached Case Studies following in this section.

- xv. Indicate any proposed subcontractors, their description of work, and an estimate of the contract amount that would go to each proposed subcontractor (estimate should be expressed in a percentage).

BELFOR primarily subcontracts licensed and other trades, including electrical, plumbing and HVAC. The amount of work subcontracted varies based upon the scope of work. These relationships are primarily maintained between local BELFOR offices around the country and the subcontractors in their market.

- xvi. Provide 5 successfully completed contracts performed within the last 5 years performing job order contracting services; indicate which, if any, were contracted with public agencies. No more than 2 of the 5 contracts are to have been performed by subcontractors proposed as part of the response to this solicitation. Contracts are to provide reference information that at a minimum includes: entity name who performed the contract (whether it was the Offer or a proposed sub-contractor), contact name of the primary customer reference of the contract, contact's title, previously verified contact phone and email, location (city and state) of where the work was performed, description of services, start and end date of the contract, aggregate contract price, key employees, any safety issues, and any change orders.

xvii. Provide any additional information relevant to this section.

See case studies, attached.



Racine Village Municipal Building Racine, Ohio

Loss Event: Windstorm Damage



CASE STUDY



The Racine Village Municipal Building is a historic 101-year-old building originally built in 1911 as a school. The village purchased the property in 1998. The staircase in the two-story building was crafted by Amish workers.

In late June, a line of severe thunderstorms tore through the Ohio Valley and the municipal center suffered extensive damage when a portion of the roof collapsed. The chimney crashed through the building and onto the staircase below, leaving bricks, mortar and debris in a pile of rubble.

Before and after photos of the Racine Village Hall staircase.

The Ohio Plan, which provides property and liability coverage for the Village of Racine, immediately contacted BELFOR due to their RED ALERT® partnership for disaster and restoration services.

BELFOR SOLUTION

- ▶ After initial safety inspections, the first step in the restoration process was to contain the exposed roof and prevent further interior damage to the building. The containment and subsequent repair work would allow the mayor's office, clerk's office, sewage department and city council chambers to conduct business and remain open during the entire reconstruction process.
- ▶ The reconstruction and restoration project took approximately 120 days. BELFOR repaired structural damage to the roof, rebuilt the chimney, and repaired interior damage – including new ceilings and a new staircase.



"Your company started the restoration of our Municipal Building and you did not abandon the project until you completed all work. Visitors coming into our Municipal Building are amazed at the outcome. Village officials are indeed proud of our building. I cannot emphasize enough how grateful we are that BELFOR was selected by the Ohio Plan to complete all Village restoration work."

- David Spencer, Clerk Treasurer, Village of Racine

24/7 Emergency Hotline

800-922-3848

BELFOR Property Restoration
79 Cuyahoga Falls Industry Parkway
Peninsula, Ohio 44264
Toll Free: 800.922.3848
www.belfor.com

Commercial Services ▶

Total Reconstruction Services / Structural Dehumidification / Magnetic Media Recovery
Mold Remediation / Contents Restoration / Structural Cleaning & Decontamination
Electronic & Machinery Restoration / Fire Restoration / Construction Defect Repair
Book & Document Reclamation

Residential Services ▶

Smoke & Water Removal / Structural Dehumidification / Building Decontamination
Electronics Restoration / Document Reclamation / Magnetic Media Recovery
Reconstruction Services / Mold Remediation



PROPERTY RESTORATION

West Clark Community Schools Henryville, IN School Campus

Loss Event: Tornado/Storm Damage



CASE STUDY

It took less than 23 seconds for a massive F-4 tornado to rip through the small community of Henryville in March. The community’s only school campus - which housed elementary, middle and high school students - took a direct hit in the tornado’s destructive path.

Despite severe damage to the building, administrators had an ambitious goal: finish the school year, rebuild and be ready for classes to start in August.

BELFOR SOLUTION

- ▶ BELFOR worked with school board officials, administrators, local authorities and the insurance adjuster to develop and implement a plan that would relocate elementary and high school students to temporary locations – an old school building no longer in use and a building in an industrial park. The buildings had to be gutted, brought up to code and pass inspection. While crews were making the necessary changes, BELFOR salvaged contents from the tornado-damaged site. The contents were cleaned, packed and delivered to the temporary locations. In just two weeks, elementary school classes resumed; high school students resumed classes in three weeks.
- ▶ With the relocation process underway, BELFOR began controlled demolition at the tornado site. Engineers were brought in to create and expedite construction plans with the school board. A security fence was installed and security was hired to protect the facility from vandalism or theft.
- ▶ Approximately 70 percent of the 220,000-square-foot facility was gutted to a shell and rebuilt. The remainder was totally demolished and rebuilt entirely. Crew sizes varied but an average of 300 workers were present daily. The entire school received a new roof deck and roof, new HVAC equipment, and new wiring. All drywall, ceiling tiles and grid, floor coverings, cabinets and 75 percent of all windows were removed and replaced. All contents not used at the temporary schools were inventoried, packed out, cleaned, repacked and stored off-site at a warehouse.
- ▶ BELFOR brought in a team of specialists to work on the project, including an Industrial Hygienist who tested surfaces and air for unhealthy levels of mold or other irritants.



CHALLENGES

- Accelerated timeline to complete project.
- Securing temporary facilities where classes could resume as soon as possible.
- Negotiating with manufacturers to fast-track orders and deliver materials needed on the job site. Required BELFOR’s large buying power and persuasive project managers.
- Increased manpower to ensure on-time completion while minimizing overtime costs.
- BELFOR was able to get a ruling from the labor board to use both union and non-union crews on the project.

24/7 Emergency Number

800-856-3333

Corporate Headquarters:

185 Oakland Ave., Suite 150

Birmingham, MI 48009-3433

Toll Free: 888.421.4111

Direct : 248.594.1144 Fax : 248.594.1133

www.belfor.com

Commercial Services ▶

Total Reconstruction Services / Structural Dehumidification / Magnetic Media Recovery
Mold Remediation / Contents Restoration / Structural Cleaning & Decontamination
Electronic & Machinery Restoration / Fire Restoration / Construction Defect Repair
Book & Document Reclamation

Residential Services ▶

Smoke & Water Removal / Structural Dehumidification / Building Decontamination
Electronics Restoration / Document Reclamation / Magnetic Media Recovery
Reconstruction Services / Mold Remediation

Lights Are On Again in the Sarah Jordan House!

DEARBORN, MI (January 6, 2009) - Firefighters responded to a devastating fire at the Sarah Jordan Boarding House located at the Henry Ford Museum in Dearborn, Michigan, and battled frigid temperatures to extinguish the blaze. Despite their valiant efforts, the fire caused extensive structural damage to the front porch, exterior wood siding, balloon style framing and cedar shake roof as well as interior plaster damage in the upstairs bedrooms and main floor living room.



On March 11, BELFOR Ann Arbor was given the green light to implement a carefully designed plan to restore this valuable landmark. The restoration needed to be completed by April 30 so BELFOR quickly set to work.

Original building materials, including nails and fasteners were salvaged, cleaned and reused. Every new piece of lumber was custom cut, individually dated stamped, then chiseled and shaped by hand to fit in its predetermined location. Copper roof panels were meticulously recreated by coppersmiths. Windows were rebuilt using period antique glass. New weight and pulley windows were custom made to match the original units. Hand painted, replicated wallpaper was replaced and hand woven rag rugs were carefully removed, cleaned and reinstalled.

As promised, in just 51 short days, the Sarah Jordan Boarding House was restored and reopened to museum visitors!

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

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

Founded in 1946, our 73-year history and vast experience over the years has afforded us the opportunity to restore and repair of almost every type of structure imaginable. In 2018, BELFOR performed over 74,000 restoration projects in North America and over 147,000 worldwide. Regardless of the peril or extent of damage, there is no doubt someone in the company who has experienced a similar scenario who can assist or lead the project.

B. Total number and location of sales persons employed by Supplier.

139 Total.

Northeast – 57
Midwest – 32
West – 27
Southeast - 23

C. Number and location of support centers (if applicable) and location of corporate office.

For support center information, see list of BELFOR offices below in 3.2 Question E.

Corporate Office: 185 Oakland Avenue, Suite 150
Birmingham, Michigan 48009

D. Annual sales for the three previous fiscal years.

2018:
2017:
2016:

E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 84- 1309171

Dun & Bradstreet report: 84-2620338
See Dun & Bradstreet report, attached.

F. Describe any green or environmental initiatives or policies.

All the companies in the BELFOR Group accept a special obligation to the environment and its protection. For this reason, we always apply the most environmentally-friendly and lowest-impact restoration method.

BELFOR has been a member of the US Green Building Council since 2009. We are also affiliated and regularly attend meetings with related industry groups that have sustainability focuses, including BOMA, IFMA, and ASHRAE.

Three (3) managers on our national team have attended LEED training and were APs at one time. We are always looking for better ways to recycle, ship and transport more efficiently and work with chemical manufacturers and distributors to determine the most environmentally friendly restoration solutions that will accomplish our objectives.

Other sustainability solutions we have implemented include:

- To minimize environmental costs associated with shipping, BELFOR consolidates deliveries, utilizes electronic communications, and uses packaging/ shipping materials that are recyclable or reusable.
- BELFOR's entire vehicle fleet has been downsized to include the most efficient vehicles possible. We own various electric, hybrid and E-85 vehicles and are experimenting with using them to supplement our fleet.
- Management supports transportation sustainability by offering flexible hours, telecommuting, a compressed work week, teleconferencing, and video conferencing.
- Most of our BELFOR offices recycle paper, plastics, and cardboard.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

BELFOR typically self-performs 100% of emergency response, remediation and restoration work. For reconstruction services, BELFOR typically subcontracts licensed trades and other services. The amount of work subcontracted varies widely based upon the scope of work.

Should subcontracting be necessary, each BELFOR office maintains relationships with pre-qualified subcontractors in their local market, including HUB and MWBE firms. These would be prioritized if qualified to help our clients meet their supplier diversity goals. BELFOR may also use subcontractors already pre-approved by the OMNIA member, if desired.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

N/A

- I. Describe how supplier differentiates itself from its competitors.

National resources with local presence – Network of 112 offices in the U.S., 38 in Canada and over 300 total around the globe that respond for losses of all sizes in their local communities

Comprehensive services line - including general construction and technical services, allowing us to take a loss from emergency response, restoration and remediation of the facility and vital contents and total build back

Technical Services Division – Recognized leader in vital records recovery, electronics and machinery restoration

Privately-held – Companies have come to realize that using smaller franchise operations may not provide the desired control over property damage costs, both tangible and intangible. Consistency of response and billing from a large, financially stable, non-franchise restoration company like BELFOR helps clients contain costs and effectively capture all pertinent insurance reimbursements.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

BELFOR USA Group, Inc. performs over 74,000 projects a year in North America. As with any large company, BELFOR occasionally becomes involved in legal matters. Nonetheless, we are not aware of any prior material contractual issues that would prevent us from completing our obligations under this RFP to Region 4 Education Service Center.

- K. Felony Conviction Notice: Indicate if the supplier

- a. Is a publicly held corporation and this reporting requirement is not applicable;

N/A

- b. Is not owned or operated by anyone who has been convicted of a felony; or

BELFOR USA Group, Inc. is not owned or operated by anyone who has been convicted of a felony.

- c. Is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

N/A

- L. Describe any debarment or suspension actions taken against supplier.

BELFOR is not aware of any prior debarment or suspension actions that have been taken against us.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Commercial Services

- **Emergency Services 24-7-365**
 - Emergency Board-up / Shoring / Shrink Wrap
 - Water Extraction & Dehumidification
 - Corrosion Control
 - Safety Inspection & Evaluation
 - Selective Demolition
 - Site Containment
- **Water, Fire, Storm Damage Restoration**
 - Deodorization
 - Structural Drying/Desiccant Dehumidification
 - Air Duct Decontamination
 - Detailed Structural Cleaning
 - Contents Restoration
- **Reconstruction & Contracting**
 - Full-service General Construction
 - Interior Build-Out and Finishes
 - High-Rise, Historic and LEED-certified Reconstruction and Restoration
- **Mold Remediation**
 - Industry Leader in Developing Current Mold Remediation Standards
 - Environmental Control / Assessment
 - Common Sense Solutions
- **Vital Records Recovery**
 - Detailed Inventory/Secure Storage
 - Book, Document & Media Recovery
- **Electronics & Machinery Restoration**
 - Computer & Electronics Restoration
 - Manufacturing Equipment Rebuild
 - Data Recovery
 - Semiconductor Equipment
- **Environmental Services**
 - Site Remediation – Asbestos, Mold and Lead
 - Hazardous Waste Management
 - Spill Response
- **Consulting & Pre-Planning**

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

BELFOR can respond in all 50 states and U.S. Territories and outlying areas, even if we have no local presence. If outside a 50 mile radius of a local BELFOR office, a determination will need to be made by the OMNIA member and their insurance representatives as to whether the loss is large enough to warrant the expense of mobilization.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All clients of this contract would have made available to them all contract details and pricing as part of said contract, via web-based media or a flash drive overnighted at no charge.

If R. S. Means is utilized for estimating, it enables auditing by the client.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Strong relationships with major national subcontractors and suppliers such as Lowes, Broner, Colman-Wolf, Ryder & Penske Trucking, Aggreko and Sunbelt Equipment ensure our clients receive quality service and fast, cost-effective response. Our agreement with Aggreko - the largest supplier of dehumidifiers, generators and temporary temperature control equipment in the world – gives us immediate access to additional equipment and specialty equipment.

- In our local markets as well as nationally, BELFOR pre-qualifies and have maintains partnerships with auxiliary service providers who provide 24/7/365 service. Examples include scissor lift operators, demolition companies, dump truck and freezer truck resources, tree removal companies, fencing, plumbing, electrical, HVAC and security firms that provide emergency temporary services, etc.

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

BELFOR USA Locations						
State	Area	Address #1	City	State	Zip	Phone
AL	Birmingham	2425 2nd Ave. South	Birmingham	AL	35233	205.458.9106
AL	Mobile	132 East Interstate 65 Service Road N	Mobile	AL	36607	251.471.1115
AZ	Phoenix	23610 N 20th Drive	Phoenix	AZ	85085	623.434.3333
AZ	Tucson	3248 North Freeway Industrial Loop	Tucson	AZ	85705	520.408.6900
CA	Bakersfield	3553 Landco Drive	Bakersfield	CA	93308	661.636.0760
CA	Fresno	3461 W Holland Ave.	Fresno	CA	93722	559.244.0811
CA	Los Angeles	2920 E. White Star Avenue	Anaheim	CA	92806	714.632.7685
CA	Modesto	4713 Greenleaf Court	Modesto	CA	95356	209.236.1100
CA	Palm Springs	870 Research Road	Palm Springs	CA	92262	760.832.6964
CA	Riverside	3443 Durahart Street	Riverside	CA	92507	951.682.7000
CA	Sacramento	3132 Dwight Road	Elk Grove	CA	95758	916.399.1865
CA	San Diego	9060 Activity Road	San Diego	CA	92126	858.847.9886
CA	San Fernando Valley	27 West Easy Street	Simi Valley	CA	93065	805.584.9905
CA	San Francisco	2365 Industrial Pkwy West	Hayward	CA	94545	510.785.3473
CA	San Jose	2297 Ringwood Avenue	San Jose	CA	95131	408.929.3473

CA	Santa Rosa	5793 Skylane Blvd.	Santa Rosa	CA	95403	707.687.1200
CO	Colorado Springs	5735 Observation Court	Colorado Springs	CO	80916	719.447.0888
CO	Denver	5085 Kalamath Street	Denver	CO	80221	303.425.9700
CT	Wallingford	30 N Plains Industrial Road	Wallingford	CT	6492	203.949.8660
FL	Fort Myers	28120 Hunters Ridge Blvd.	Bonita Springs	FL	34135	239.304.8787
FL	Gainesville	4581 NW 6th Street	Gainesville	FL	32609	352.505.0889
FL	Jacksonville	10416 New Berlin Road	Jacksonville	FL	32226	904.240.0082
FL	Miami	2375 NW 70 Ave.	Miami	FL	33122	786.907.4130
FL	Orlando	7100 TPC Drive	Orlando	FL	32822	407.856.6970
FL	Pensacola	351 Creighton Road	Pensacola	FL	32504	850.476.5501
FL	South Florida	1520 S. Powerline Road	Deerfield Beach	FL	33442	954.596.8989
FL	Tampa	5433 W Crenshaw Street	Tampa	FL	33634	813.386.3473
GA	Atlanta	2300 4th Street	Tucker	GA	30084	770.939.0128
GA	West Atlanta	120 Interstate North Pkwy.	Atlanta	GA	30339	404-334-0010
GA	Savannah	1000 Business Center Drive	Savannah	GA	31405	912.966.8093
HI	Kona	73-4820 Kanalani Street	Kailua-Kona	HI	96740	808.327.9388
HI	Maui	800 Eha Street	Wailuku	HI	96793	808.873.7183
HI	Oahu	99-833 Iwaena Street	Aiea	HI	96701	808.486.9388
ID	Boise	1100 Taylor Ave.	Meridian	ID	83642	208.321.4888
IL	Chicago Northbrook	650 B Anthony Trail	Northbrook	IL	60062	847.205.0580
IL	Chicago West	1509 Brook Drive	Downers Grove	IL	60515	630.953.8350
IL	Southern Illinois	2000 North Illinois Street	Swansea	IL	62226	618.235.1931
IN	Indianapolis	6205 Morenci Trail	Indianapolis	IN	46268	317.297.3443
IN	Northwest Indiana	8267 Wright Street	Merrillville	IN	46410	219.641.3333
KS	Kansas City	112 Greystone Ave.	Kansas City	KS	66103	913.371.8200
KS	Wichita	100 West 61st Street	Wichita	KS	67219	316.260.4227
KY	Louisville	2241 Ampere Drive	Louisville	KY	40299	502.893.7059
MD	Baltimore	1500 Caton Center Drive	Baltimore	MD	21227	410.501.3475
MD	Beltsville	12000 Indian Creek Court	Beltsville	MD	20705	301.937.6748
MA	Boston	138 Bartlett Street	Marlborough	MA	1752	508.485.9780
MI	Ann Arbor	2643 E. Michigan Avenue	Ypsilanti	MI	48198	734.994.7790
MI	Birmingham	185 Oakland Avenue	Birmingham	MI	48009	248.594.1144
MI	Fenton	3041 Thompson Road	Fenton	MI	48430	810.714.6262
MI	Grand Rapids	571 Gordon Industrial Court	Byron Center	MI	49315	616.554.0855
MI	Lansing	3421 James Phillips Drive	Alaiedon Township	MI	48864	517.827.4440
MI	Livonia	28400 Schoolcraft Road	Livonia	MI	48150	734.261.7764
MI	Macomb	24750 21 Mile Road	Macomb Township	MI	48042	586.949.2200
MI	Troy	1282 Kirts Boulevard	Troy	MI	48084	248.269.7979
MN	Minneapolis	12953 Eagle Creek Parkway	Savage	MN	55378	952.882.9495
MO	St. Louis	616 Spirit Valley East Drive	Chesterfield	MO	63005	636.728.0580
NE	Omaha	9855 S 140th Street	Omaha	NE	68138	402.891.1300
NV	Lake Tahoe	128 Market Street	Stateline	NV	89449	775.588.4992
NV	Las Vegas	2915 Coleman Street	North Las Vegas	NV	89032	702.933.6866
NV	Reno	50 Artisan Means Way	Reno	NV	89511	775.424.3200
NH	Nashua	3 Bud Way	Nashua	NH	3063	603.943.7680
NJ	Northern New Jersey	50 W Ethel Road	Piscataway Township	NJ	8854	732.317.4500
NJ	South Jersey	41 Twosome Drive	Moorestown	NJ	8057	856.866.0660
NM	Albuquerque	6721 Edith Blvd NE	Albuquerque	NM	87113	505.342.1205
NY	Albany	2 Industry Drive	Waterford	NY	12188	518.320.8333

NY	Hudson Valley	280 Route 211 East	Middletown	NY	10940	845.360.2569
NY	Long Island	60 Raynor Avenue	Ronkonkoma	NY	11779	631.964.8900
NY	New York City	58-17 59th Drive	Maspeth	NY	11378	646.340.1010
NY	Westchester	75 Virginia Road	White Plains	NY	10603	914.798.1440
NC	Asheville	3859 Sweeten Creek Road	Arden	NC	28704	828.687.6330
NC	Charlotte	4800 F Sirius Lane	Charlotte	NC	28208	704.423.0444
NC	Raleigh	2933 South Miami Boulevard	Durham	NC	27703	919.789.8510
NC	Winston-Salem	1187 Shields Road	Kernersville	NC	27284	336.992.2252
OH	Akron	79 Cuyahoga Falls Industrial Parkway	Peninsula	OH	44264	330.916.6468
OH	Cincinnati	3187 Cunagin Drive	Fairfield	OH	45014	513.860.3111
OH	Cleveland	1163 East 40th St.	Cleveland	OH	44114	216.331.5308
OH	Columbus	7795 Corporate Boulevard	Plain City	OH	43064	614.873.6400
OK	Oklahoma City	4132 Will Rogers Parkway	Oklahoma City	OK	73108	405.917.7067
OK	Tulsa	7002 East 38th Street	Tulsa	OK	74145	918.622.7234
OR	Bend	1117 SE Centennial Street	Bend	OR	97702	541.312.2500
OR	Medford	2067 Cardinal Avenue	Medford	OR	97504	541.664.5454
OR	Portland	12823 NE Airport Way	Portland	OR	97230	503.408.8880
OR	Springfield	587 Shelley Street	Springfield	OR	97477	541.726.9905
PA	Center City	444 North 3rd Street	Philadelphia	PA	19123	215.238.1136
PA	Exton	410 Clover Mill Road	Exton	PA	19341	610.594.5566
PA	Harrisburg	2780 Commerce Drive	Middletown	PA	17057	717.939.9090
PA	Allentown	754 Roble Road	Allentown	PA	18109	484.488.3990
PA	National	410 Clover Mill Road	Exton	PA	19341	610.594.5566
PA	Pittsburgh	1100 Cuddy Lane	Cuddy	PA	15031	412.257.9997
SC	Charleston	7629 Southrail Road	North Charleston	SC	29420	843.767.0711
SC	Columbia	1147 A Walter Price Road	Cayce	SC	29033	803.772.9922
TN	Bristol	90 Bristol College Drive	Bristol	TN	37620	423.968.5000
TN	Chattanooga	4317 N Creek Road	Chattanooga	TN	37406	423.486.1980
TN	Knoxville	10215 Upper Ridge Way	Knoxville	TN	37932	865.671.2662
TN	Memphis	1656 Shelby Oaks Drive	Memphis	TN	38134	901.452.0251
TN	Nashville	595 Stewarts Ferry Pike	Nashville	TN	37214	615.885.6577
TX	Austin	11525-B Stonehollow Drive	Austin	TX	78758	512.610.3015
TX	Belton	1206 W. Avenue O	Belton	TX	76513	254.939.1468
TX	Corpus Christi	134 Heinsohn Road	Corpus Christi	TX	78407	361.504.0845
TX	Dallas	15600 Trinity Boulevard	Fort Worth	TX	76155	972.975.1600
TX	Fort Worth	2425 Blue Smoke Court South	Fort Worth	TX	76105	817.535.6793
TX	Houston	8872 Fallbrook Drive	Houston	TX	77064	713.263.1194
TX	San Antonio	12137 Valliant Street	San Antonio	TX	78216	210.399.3315
TX	Waco	4820 I-35 Frontage Road	Waco	TX	76705	254.799.8400
UT	Salt Lake City	870 Robinson Drive	North Salt Lake	UT	84054	801.936.1212
VA	Richmond	2161 Tomlynn Street	Richmond	VA	23230	804.342.7444
VA	Sterling	21300 Ridgetop Circle	Sterling	VA	20166	703.450.3900
VA	Virginia Beach	909 Executive Court	Chesapeake	VA	23320	757.547.9400
WA	Seattle	4320 South 131st Place	Seattle	WA	98168	206.632.0800
WA	Spokane	10020 East Knox Avenue	Spokane	WA	99206	509.893.0001
WV	Charleston	4756 Chimney Drive	Charleston	WV	25302	304.935.4840
WI	Appleton	1760 Prospect Court	Appleton	WI	54914	920.358.3843
WI	Milwaukee	2929 North 114th Street	Wauwatosa	WI	53222	414.476.3720

BELFOR Canada Locations					
Office	Address	City	Province	Zip	Office Phone #
Alberta	#6-640 42nd Avenue NE	Calgary	AB	T2E 7J9	403.215.5555
Alberta	17408 116th Avenue	Edmonton	AB	T5S 2X2	780.455.5566
Alberta	250 24th Street N	Lethbridge	AB	T1H 3T8	403.329.6146
Alberta	#4-7812 49th Avenue	Red Deer	AB	T4P 2B5	403.309.6920
British Columbia	#102-30701 Simpson Road	Abbotsford	BC	V2T 6Y7	604.756.5099
British Columbia	#9-2998 Kilpatrick Avenue	Courtenay	BC	V9N 8P1	1-250-338-9002
British Columbia	#2-3012 Boys Road	Duncan	BC	V9L 6W4	250.746.0228
British Columbia	#1-1414 Hunter Court	Kelowna	BC	V1X 6E6	250.860.9109
British Columbia	2301A McCullough Road	Nanaimo	BC	V9S 4M9	250.756.9333
British Columbia	#120-1552 S. Lyon Street	Prince George	BC	V2N 1T2	250.562.6495
British Columbia	7677D 132nd Street	Surrey	BC	V3W 4M8	604.599.9980
British Columbia	4216 Glanford Avenue	Victoria	BC	V8Z 4B7	250.978.5556
British Columbia	3300 Bridgeway Street	Vancouver	BC	V5K 1H9	604.432.1123
Manitoba	30 Plymouth Street	Winnipeg	MB	R2X 2V7	204.774.8186
New Brunswick	57 Rue Sylvio	Dieppe	NB	E1A 7X1	506.853.0006
New Brunswick	11 William Court	Quispamsis	NB	E2E 4B1	506.847.4169
Newfoundland	61 Maple Valley Road	Corner Brook	NL	A2H 6J3	709.785.5505
Newfoundland	176 Roe Avenue	Gander	NL	A1V 1W6	709.651.4909
Newfoundland	30A Circular Road	Labrador City	NL	A2V 2K5	1-709-944-6072
Newfoundland	170 McGettigan Boulevard	Marystown	NL	A0E 2M0	709.279.3012
Newfoundland	145A McNamara Drive	Paradise	NL	A1L 0A7	709.781.3264
Nova Scotia	#15-51 Raddall Avenue	Dartmouth	NS	B3B 1T6	902.860.2425
Ontario	#1-4504 Rowsome Road East	Brockville	ON	K6T 1A9	613.345.2098
Ontario	35 Hart Place	Chatham	ON	N7M 5J4	519.355.1122
Ontario	#3 - 44 Ditton Drive	Hamilton	ON	L8W 0A9	905.387.0662
Ontario	1507 John Counter Blvd	Kingston	ON	K7M 3L5	613.541.1122
Ontario	2045 Rogers Road	Perth	ON	K7H 3P4	1-613-283-3993
Ontario	60 Enterprise Drive	London	ON	N6N 1A7	519.652.1172
Ontario	6497 Edwards Blvd	Mississauga	ON	L5T 2V2	905.564.5777
Ontario	75 Auriga Drive	Ottawa	ON	K2E 7Z2	613.226.3112
Ontario	#7-2020 20th Street East	Owen Sound	ON	N4K 5P7	519.416.1122
Ontario	788 Phillip Street	Sarnia	ON	N7T 1Z6	519.337.1122
Ontario	457 Douro Street	Stratford	ON	N5A 3S9	519.271.1129
Ontario	55 Skagway Avenue	Toronto	ON	M1M 3T9	416.269.0493
Ontario	1950 Halford Road RR #1	Windsor	ON	N9A 6J3	519.737.7117
Quebec	#100-5353 Boulevard Thimens	Ville-Saint-Laurent	Quebec	H4R 2H4	514.731.7736
Quebec	4040 Boulevard Poirier	Saint-Laurent	Quebec	H4R 2A5	514.336.2921

3.3 Marketing and Sales

Please see BELFOR Marketing Plan below.

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

BELFOR Proposed Marketing Plan

Roll-out - If awarded, an announcement and copy of our agreement will immediately be sent out nationwide to our sales team, currently 139 strong, explaining our relationship with Omni and the benefits of the OMNIA program, both to BELFOR and for any public entity prospects with whom they are in discussions.

Co-branded materials – Examples of co-branded materials currently being used by several BELFOR offices are in the back of this tab. These will be shared and encouraged by use with all offices wishing to participate.

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

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

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

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

We are unable to provide a list of other Public Entity Coop contracts due to confidentiality.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Agreed.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

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

We do this now as part of our current marketing efforts. All participating Belfor offices will be instructed as to the above and sales materials for this purpose will have the OMNIA logo (with the exception of general pre-printed items) (See attached flyers as examples)

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

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Participating Belfor offices will be so trained

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

i. Executive Support

Mike Yellen
Chief Operating Officer
kathryn.sesi@us.belfor.com
(248) 594-1144

ii. Marketing

Gary Alexander
Account Manager
gary.alexander@us.belfor.com
(631) 964-8900 Ext. 121

iii. Sales

Gary Alexander
Account Manager
gary.alexander@us.belfor.com
(631) 964-8900 Ext. 121

iv. Sales Support

Regina Stecher
Marketing Coordinator
regina.stecher@us.belfor.com
(631) 964-8900 Ext. 185

v. Financial Reporting

Gary Alexander
Account Manager
gary.alexander@us.belfor.com
(631) 964-8900 Ext. 121

vi. Accounts Payable

Tamra Reid
Controller
tamra.reid@us.belfor.com
(248) 502-1828

vii. Contracts

Paul Suchowski
Controller
paul.suchowski@us.belfor.com
(248) 594-1144

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

There are 139 salespeople located in local BELFOR offices across the country that each directly report to a regional manager or sales manager in their area.

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

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

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

If awarded the contract, once executed, all Belfor offices will be informed of such award. All participating offices will be educated with regard to promotion of the contract, execution of the projects and reporting requirements to OMNIA Partners. All of this will be overseen by the Belfor account manager.

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

These reflect 2 year volume numbers. The restoration industry fluctuates a lot due to national disasters and other factors from year to year.

Public Sector Sales (to the best of our ability to isolate them)

2018 -
 2019 -

Top 10 Public Sector Clients

- L. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

BELFOR has a very robust IT program and department that is heavily involved in the continuous development of new and improved client information programs.

As mentioned previously under Performance Capability, b) ix, we are close to launching a client-facing customer portal that will run parallel with our BELFOR Compliance System (BCS). BCS is a fully customized software program that provides quality control and timeline adherence for all BELFOR projects.

Currently for invoicing and reporting, JD Edwards software is used, which allows for real time data look up and reporting. The financial reports are run monthly and accompany invoices. Specialized reporting, per the client, is generated as directed by the client and may be generated from several components.

- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”)

\$0.00 in year one
 \$0.00 in year two
 \$0.00 in year three

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

In 2019, Belfor did over \$5 million in sales through the OMNIA contract. We are hopeful we can continue that in the future. However, disasters and construction projects are unpredictable making it difficult to give any guarantees of yearly business volume.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies

This runs counter to the purpose of the OMNIA contract. If a public agency is getting solicitations they are fulfilling their legal obligation of getting quotes for a particular project and have no need or desire to participate in the OMNIA contract or, are unfamiliar with it. In those cases we would educate the entity about OMNIA and encourage their participation in order to minimize the time and expense of obtaining further solicitations.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

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

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

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—

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

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

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

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: BELFOR USA Group, Inc.

Address, City, State, and Zip Code: 185 Oakland Avenue, Suite 150, Birmingham, MI 48009

Phone Number: (248) 594-1144 Fax Number: (248) 594-0464

Printed Name and Title of Authorized Representative: Paul Suchowski

Email Address: paul.suchowski@us.belfor.com

Signature of Authorized Representative: *Paul Suchowski* Date: January 21, 2020

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: BELFOR USA Group, Inc.

Street: 185 Oakland Avenue, Suite 150

City, State, Zip Code: Birmingham, MI 48009

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Paul Suchowski, an authorized representative of BELFOR USA Group, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

January 21, 2020
Date

 **Controller**
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: BELFOR USA Group, Inc.

Street: 185 Oakland Avenue, Suite 150

City, State, Zip Code: Birmingham, MI 48009

State of Michigan

County of Oakland

I, Paul Suchowski of the Birmingham City

in the County of Oakland, State of Michigan of full age, being duly sworn according to law on my oath depose and say that:

I am the Controller of the firm of BELFOR USA Group, Inc. Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

BELFOR USA Group, Inc. Company Name

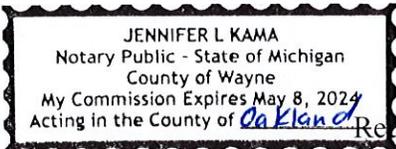
[Signature] Controller Authorized Signature & Title

Subscribed and sworn before me

this 22 day of January, 2020

Jennifer L. Kama Notary Public of Oakland County

My commission expires May 8, 2024



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: BELFOR USA Group, Inc.
Street: 185 Oakland Avenue, Suite 150
City, State, Zip Code: Birmingham, MI 48009

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

January 21, 2020
Date

 **Controller**
Authorized Signature and Title

Certification 50265

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2013 to 15-MAR-2020

BELFOR USA
652 RAHWAY AVE.
UNION

NJ 07083



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

FORD M. SCUDDER
Acting State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

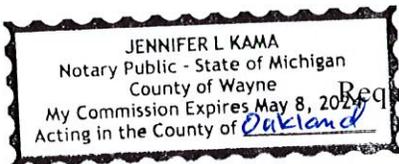
- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders.

Subscribed and sworn before me this 22 day of January, 2024. (Notary Public) Jennifer L. Kama. My Commission expires: May 8, 2024. Paul Suchowski / Controller (Affiant)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: BELFOR USA Group, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Paul Suchowski

Signature: _____

Title: Controller

Date: January 21, 2020

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
BELFOR USA GROUP, INC.

TRADE NAME:
BELFOR

ADDRESS:
185 OAKLAND AVE
BIRMINGHAM MI 48009
EFFECTIVE DATE:

SEQUENCE NUMBER:
0898611

ISSUANCE DATE:
01/20/16

01/17/01



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

104-081-19205848V

TAB 3

OFFEROR'S PROPOSED PERSONNEL

c) Offeror's Experience and Reputation

- i. Provide an organizational chart that include leadership, key personnel, and subcontractors. Describe the experience and qualification of key proposed personnel to include a resume for each employee the Offeror deems as key. Each resume should at a minimum include: name of personnel, proposed title and role as it relates to the scope of work identified in this solicitation, and past work experience to include any experience working in the government sector. Resumes should be no more than 1 page each and may include subcontractor employees. For key proposed personnel who are subcontractors, the word 'subcontractor' and the name of the subcontractor should be identified at the top of their resume.

See org charts and key personnel resumes, attached.

- ii. Identify any proposed personnel who worked on the projects listed under section xiv., of b. Offeror's Experience and Reputation, and describe which projects they worked on and their role in the project.

Travis Kaiser – Project Manager

- Glen Cove City School District
- Sayville Public Schools - Sayville High School
- Southold Union Free School District – Southold Elementary School

- iii. Provide any additional information relevant to this section.

Please see information on Guy Buttaro's award-winning reconstruction project with UGI following in this section.

**Sheldon Yellen
Chief Executive Officer**

**Rusty Amarante
Director of Operations**

**Mike Yellen
Chief Operating Officer**

Regional Manager			Regional Manager			Regional Manager			Regional Manager			Regional Manager			Regional Manager			Regional Manager		
Asheville, NC	Austin, TX	Atlanta	Col. Springs Enviro	Baltimore	Akron	Chicago	Ann Arbor/Ypsi	Seattle	Albany	Lake Tahoe	Portland	San Diego	Western Canada	Eastern Canada	Atlantic Canada					
Bristol, TN	Texas Enviro	Birmingham, AL	Denver Enviro.	Charleston, SC	Cincinnati	Chicago West	Fenton, MI	Spokane	Connecticut	Reno	Bend, OR	Albuquerque	Abbotsford	Brockville, ON	Corner Brook, NL					
Charleston, WV	Belton	West Atlanta	Denver Abatement	Columbia, SC	Cleveland	Indianapolis	Grand Rapids, MI		Hudson Valley NY	Reno Enviro	Boise	Kona	Calgary	Chatham	Dartmouth, NS					
Charlotte	Corpus Christi	Chicago	National Envrio	Maryland	Columbus	Louisville	Lansing, MI		Long Island	Riverside	Boise Enviro	Las Vegas	Courtenay	Danar Montreal	Fredericton, NB					
Chattanooga	Dallas	Colorado Springs		Virginia	Gainesville	Minnesota	Livonia, MI		New York City	Anaheim	Klamath Falls	Oahu	Duncan	Kingston	Gander, NL					
Raleigh	Houston	Denver		Richmond	Jacksonville	Mobile, AL	Macomb, MI		Westchester	Anaheim Oakwood	Medford	Phoenix	Edmonton	Lanark	Labrador, NL					
Knoxville, TN	Oklahoma City	Kansas City		Savannah, GA	Miami	North West Indiana	Troy, MI		Northern New Jersey	Palm Springs	Medford Enviro	Phoenix Enviro	Kelowna	London	Marystown, NL					
Memphis	San Antonio	Omaha		Virginia Beach	Orlando	Pensacola, FL			Boston	San Francisco	Portland	San Diego	Lethbridge	Mississauga	Moncton, NB					
Nashville	Tulsa	Wichita		Philadelphia	Pittsburgh	Milwaukee			Boston	Fresno	Portland Enviro	Tucson	Nanaimo	Montreal	St. Johns, NL					
Winston Salem	Waco			Allentown	South Florida	Appleton, WI			New Hampshire	Modesto	Salt Lake City		Prince George, BC	Hamilton	Saint John, NB					
				Center City	Tampa	Milwaukee				Sacramento	Springfield		Red Deer	Ottawa						
National	Corporate	Consulting		Harrisburg	Fort Myers	St. Louis				San Francisco	Los Angeles		Surrey	Owen Sound, ON						
National/Operations	Tax/Acq/Licenses/GL	Consulting		South Jersey		Southern Illinois				San Jose	Bakersfield		Vancouver	Sarnia						
Technical Services	IT Dept.	Consulting								San Jose Enviro	Los Angeles		Victoria	Stratford						
National Marketing Org	Legal/HR/AP/PR									Santa Rosa	Los Angeles Enviro		Winnipeg	Toronto						
Regional Sales Org	Controller GL										San Fernando Valley			Windsor						
Safety																				
Compliance/Programs/ Call Center																				

Gary Alexander
National Account Manager
BELFOR USA Group, Inc.

PROFESSIONAL EXPERIENCE

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

EDUCATION

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

LICENSES & CERTIFICATIONS

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

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

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

Graduate of The American Drying Institute

PROFESSIONAL AFFILIATIONS

Association of Cleaners & Restorers (ASCR)

The National Institute of Disaster Restoration

Independent Insurance Agents and Brokers of New York (IIABNY)

Institute of Real Estate Management (IREM)

Building Owners and Managers Association (BOMA)

The Risk Management Society (RIMS)

Board Member of CAIIL

Guy Buttarò
National Operations
BELFOR USA Group, Inc.

PROFESSIONAL EXPERIENCE

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

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

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

NOTABLE PROJECTS

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

Amphenol I \$1.1 million

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

Flexible Circuits I \$3.5 million

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

Kerry Cereal Ingredients I \$4.2 million

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

UGI Corporation I \$8 million

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

Travis Kaiser
Senior Project Manager/Estimator
BELFOR USA Group, Inc.

PROFESSIONAL EXPERIENCE

Travis Kaiser began his career at BELFOR in 2016. He brings with him over 20 years of experience, having worked in the restoration and construction industry since 1999. Serving as a Senior Project Manager / Estimator for BELFOR, Travis is responsible for estimating and managing multimillion dollar projects for large residential, commercial and industrial projects. Some of his responsibilities in this position include site survey layout, budget analysis, scheduling, quality control, and vendor management, and preparation and negotiation of contracts.

LICENSES & CERTIFICATIONS

OSHA – 10 Hour Construction Industry
Nassau License #H18H1470000
New York City Contractor’s License #56703HS
Scaffolding
Boom Lifts
Scissor Lifts
Erosion and Sediment Control (SWPPP) #55T-040716-34

Notable Projects

- Rehabilitation project of Conklin Hall at Farmingdale State College - \$17 million
- Renovation of multiple rooms, 3 building additions, and construction of a new sports field at Riverhead Middle School - \$11 million



John LeFevre

**Construction Project Manager
BELFOR Houston**

PROFESSIONAL EXPERIENCE

John has been a Project Manager with BELFOR for over 10 years. Overall, he brings over 12 years of skilled experience in the construction industry to the table.

Although John works on projects of all types and sizes, he has completed over 20 construction projects in excess of \$2Million during his time with BELFOR and has worked with numerous schools and municipalities on an on-going basis.

EDUCATION

BS in Business Administration

TRAINING & CERTIFICATIONS

IICRC Water, Smoke and Odor

OSHA 10 Hr

Xactimate

CURRENT NOTABLE PROJECT

Currently managing a project for West Columbia High School with an approximate \$3.5M construction component. Concrete floor heaved due to flooding and 2' flood cuts throughout the school.

\$9.00

Cleaning & Restoration

June 2012 • Vol. 49 No. 5

Published by the Restoration Industry Association

Phoenix Award for Innovation in Reconstruction: Silver Lining



ALSO

SAVING HISTORY

THE VALUE OF YOUR WORK

OF CONTRACTORS AND
CONSULTANTS

5 QUESTIONS WITH SAMUEL
BERGMAN, CR

Phoenix Award for Innovation in Reconstruction: Silver Lining

BELFOR USA Transforms a Dated Corporate Headquarters Following Fire

By Patricia L. Harman



Photo courtesy of BELFOR

RESTORATION CONTRACTORS are used to putting structures and their contents back together following a fire, flood or other peril, but sometimes projects require more than the average restoration and rebuild. Such was the case with the UGI Corporation and AmeriGas Partners LP headquarters in King of Prussia, Pa., following an electrical fire.

The 38-year-old building spans five stories and covers 100,000 square feet. The fire began in an overhang outside of the first

floor, but under the second floor of the building. Initial reports indicated that the fire had only impacted the exterior of the building. A thorough walk-through revealed that the damage was far more extensive, filling the entire building with soot. In addition, the structural damage would require selective destruction and an extensive rebuild. The company used the opportunity to expand the building's first floor, update the exterior façade, and renovate the interior to reflect some of their corporate initiatives.

(Top) The entire façade was damaged by the fire and needed to be replaced. This led to the decision to update the look of the building.

(Center) Placing and replacing scrim was a regular activity throughout the project. Maintaining this critical water barrier was essential to preserving the interior surfaces.

(Bottom) Forest Stewardship Council certification ensured that the lumber used in the job came from sustainable sources.

“The fire turned out to be a blessing in disguise; the building was quite dated,” says Marcia Vogt, UGI’s facilities manager.

The Exton, Pa., office of BELFOR USA met the challenge by using its experts in the Philadelphia area and bringing in more technicians from its National Service Team. Over the next year or so, approximately 100 tradespeople would be involved. Guy Buttaro, a senior project manager for BELFOR, supervised the entire project.

“Timing was a huge issue for us,” explains Vogt. “The on-site project manager played a key role in making it all come together to meet our goal.”

The first step was to clean up the exterior perimeter of the building and secure the area identified as the origin of the fire. BELFOR carpenters built an enclosure around this area to protect it for fire investigators.

Next they set up air scrubbers inside the building to remove as much airborne particulate as possible so employees could enter the premises to sift through the contents. They were allowed in half a floor at a time to pack and mark what would be saved. Computers and their accessories were staged on the first floor for pick-up by the manufacturer for further evaluation and data recovery.

BELFOR set up an on-site ozone area, which saved substantial time and money since important documents and other materials did not have to be packed and moved off site for cleaning. Two rooms were converted into ozone chambers, and the documents were cleaned and restored there before being moved to the temporary headquarters housing the 350 employees.

After the documents were cleaned and removed, the cubicles were sent as scrap metal and recycled. Special Dumpsters™ were designated for fire-damaged mangled steel, furniture and other materials, as well as cracked concrete. These items were also recycled, and the scrap value was credited back to the company to help defray the cost of the project.

RECONSTRUCTION TEAM FACED OBSTACLES

Since the entire façade required replacement, UGI chose to update the exterior with granite panels and aluminum cladding. The existing window systems and overhangs were replaced, and 2,400 lineal feet of 8"x8" steel tubing was attached to the



Photo courtesy of BELFOR



Photo courtesy of BELFOR



Photo courtesy of BELFOR

modified steel structure to support the new granite panels. The granite was quarried in Norway and the panels were constructed in a shop in Lancaster, Pa. The use of the pre-fabricated panels enabled BELFOR to maintain the quality of the panels and save valuable time.

One of the challenges involved replacing two structural steel beams; special shoring had to be engineered to enable their replacement. A section of the second-floor steel joist, steel deck and concrete also had to be removed.

As part of the reconstruction, the first floor was extended to match the dimensions of the upper floors. BELFOR increased the first-floor footprint from 80'x180' to 100'x200', providing UGI with an additional 5,600 square feet. This required excavating the entire perimeter and removal of the existing foundation. An additional challenge involved protecting the fiber-optic line that fed the data center. BELFOR ran a redundant fiber-optic line to replace the original one, allowing the team to excavate and pour the new footers and perimeter foundation wall without impacting the functionality of the data center. The expanded first floor provided new meeting and conference rooms; the lobby was expanded and renovated as well.

During construction, BELFOR carefully orchestrated the preservation of the interior finishes on the remaining floors after the demolition and cleaning. This was an important aspect of the restoration process. All four upper floors received new doors, hardware and ceilings, and the walls were repainted or redecorated. New floor coverings, wiring and energy-efficient lighting were installed throughout the building. A new integrated heating and cooling system with energy-efficient boilers replaced the outdated systems.

"The biggest challenge by far was getting the work done by our drop-dead date," adds Vogt. "The project manager had superior skills in this area and had multiple contractors working around each other to get the job done."

PROJECT MET GREEN STANDARDS

As an energy company, UGI is extremely focused on energy-efficient and "green"

systems. In 2008, UGI created a team to develop a sustainability strategy for the company's domestic operations. They wanted green energy concepts to be an integral part of their company culture. The rebuild ensured that the building would meet many of these goals.

Working with BELFOR LEED-certified professionals and a UGI LEED architect, they were able to certify that the building was green-compliant. Careful records were kept throughout the reconstruction for the LEED process. Over 50 percent of the wood used in the project was certified by the Forest Stewardship Council (FSC), meaning that the wood came from forests specifically grown and maintained for harvest. Each piece of wood is stamped and requires a chain of custody. Wood that is not FSC-certified also had to be noted and logged. In addition, BELFOR used recycled steel, concrete and aluminum as part of the project.

Buttaro says the most challenging part of the project was protecting the remaining interior finishes from the weather while sequencing and replacing the exterior façade of the building. He also says that the various aspects of the building turned out as anticipated, particularly the new façade. "This project confirmed that anything is possible when everyone works together and keeps their commitments," he adds.

The \$8 million project used the most efficient practices available to create an environmentally sound future for UGI. Employees moved into their updated and vastly improved headquarters in early 2011.

"It is good to be on good terms with contractors in a situation like this," says Vogt. "We had many that we used prior to our renovation, and the long-term relationships played a key role in our ability to accomplish the renovation in a timely manner. UGI is extremely grateful to all of those who assisted in making our renovation a huge success."

Patricia L. Harman is the editor-in-chief of Cleaning & Restoration.

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Restoration Industry Association
12339 Carroll Avenue
Rockville, MD 20852

Press Release

For Immediate Release

April 10, 2012

Media Contact:

Patricia L. Harman,
Director of Standards & Communications
Restoration Industry Association
301.231.6505
pharman@restorationindustry.org

**RIA Recognizes Industry Leaders with Phoenix Awards for
Innovation in Restoration and Reconstruction**

BELFOR USA- Exton, Pa & the Integrated Team Take Top Honors

Rockville, MD – The Restoration Industry Association (RIA) presented its highest honors for innovation in restoration and reconstruction at its recent Leadership Summit & Industry Expo in Myrtle Beach, S.C. The Phoenix Awards are presented each year to recognize achievement in the areas of restoration and reconstruction and the winning projects exemplify the complement of skills required to return a project to pre-loss condition.

In an industry first, the award for Innovation in Restoration was shared between eight different parties who collaborated to successfully restore the air traffic control tower at the Detroit Metropolitan Airport, the nation's 25th busiest airport. The project included the removal and replacement of approximately 115,000 square feet of gypsum wallboard material and nearly 20,000 square feet of one-inch thick elevator shaft liner board. Due to the extensive nature of the fungal contamination, the entire shaft of the 18-story elevator was disassembled under controlled conditions and then rebuilt while the elevator and the air traffic tower remained fully functional.

"The success of this project would have been impossible without the expertise, caring and commitment of every member of this team," said Vince Sugent of the National Air Traffic Controllers Association and one of the air traffic controllers impacted by the indoor air quality in the tower. The other companies comprising the Integrated Team included: LRC Indoor Testing and Research (Cary, N.C.); Durbin Environmental Consultants (Suwanee, Ga.); Building Science Corporation (Westford, Mass.); BBJ Environmental Solutions (Riverview, Fla.); Envirotech Clean Air (Stoneham, Mass.); Regency DKI (Clinton Township, Mich.); and Wonder Makers Environmental, Inc. (Kalamazoo, Mich.).

BELFOR USA of Exton, Pa., won the RIA award for Innovation in Reconstruction for their work on the 100,000 square foot headquarters of the UGI Corporation in King of Prussia, Pa. following an electrical fire. UGI used the fire as an opportunity to renovate the outdated building, with BELFOR repairing the

façade and altering the existing steel structure to achieve the look the client desired. The interior finishes were carefully preserved while the first floor was excavated to increase the overall footprint. Green energy concepts were also an integral part of the reconstruction.

“There is something incredibly satisfying knowing BELFOR worked from day one to ensure the right plan, resources and people were in place to get the job done according to the specifications of our client,” said Guy Buttarro, senior project manager for BELFOR USA Group, Inc. – Exton office. “I am honored to accept this prestigious industry award on behalf of BELFOR, and we are grateful for the opportunity to be recognized amongst our peers for this achievement.”

The deadline for the 2012 Phoenix Award competition is December 17, 2012. For more information on the Phoenix Awards or the Restoration Industry Association, visit www.restorationindustry.org.

#

The Restoration Industry Association has member firms worldwide. RIA provides industry leadership, supports science, and promotes best practices for cleaning and restoration. More information is available on the RIA website: www.restorationindustry.org.

Note to editors: Project photos are available.

TAB 4

**OFFEROR'S FINANCIAL CAPABILITY IS
APPROPRIATE TO THE SIZE AND SCOPE OF
THIS PROJECT**

d) Offeror's Financial Capability is Appropriate to the Size and Scope of the Project

- i. Provide a statement of the Company's bonding capacity from a state licensed surety company or companies holding a Certificate of Authority to transact business in the state where the work will be performed. These will be required for each Task Order issued throughout the contract period.

See bonding letter, attached.

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

See below answer to Question iii.

- iii. List all projects in the last 5 years that have gone to claim, litigation, the Owner's decision, mediation or arbitration with the Owner. List outcome of the Owner's decision, litigation or arbitration. List any construction projects Offeror failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.

BELFOR USA Group, Inc. performs over 74,000 projects a year in North America. As with any large company, BELFOR occasionally becomes involved in legal matters. Nonetheless, we are not aware of any prior material contractual issues that would prevent us from completing our obligations under this RFP to Region 4 Education Service Center.

- iv. Company's Duun & Bradstreet (D&B) number.

84-2620338

- v. Provide a statement to the Company's insurability from a company or companies lawfully authorized to transact insurance business in the state where the work will be performed and rated at least B++6 in the company's current A.M. Best Company rating. The awarded JOC Contractor will be required to furnish a certificate(s) of insurance meeting minimum insurance requirements including:

- Commercial General Liability \$1,000,000 each occurrence
- \$2,000,000 Products/Completed Operations
- \$2,000,000 General Aggregate
- Automomtive Liability \$1,000,000 each occurrence
- Workers' Compensation \$1,000,000 each accident
- \$1,000,000 disease for each employee
- \$1,000,000 disease policy limit
- Builders' Risk (Property) Required for all individual job orders over \$100,000 – for the amount of the job order

See Certificate of Liability Insurance, attached.

- vi. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

(●) Distribution

With 112 offices in the U.S., 38 in Canada and 111 locations in 22 additional countries, BELFOR is both globally focused and locally centered. BELFOR teams are able to respond immediately in almost every major market in North America and many around the world. This speed of response guarantees BELFOR will be on site to evaluate the situation and begin emergency mitigation to reduce damage and downtime.

(●) Privately Held

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

(●) Personnel

With over 3,100 full-time trained employees in North America and more than 7,000 worldwide, BELFOR brings a deep reservoir of talent and ability to each project.

(●) Projects Big & Small

BELFOR provides service in the local community for all size projects. No matter the type or size of the project, we are always available to consult with our clients at no charge.

(●) Range of Services

As a full service General Contractor, we can coordinate all needed services - hiring architects, engineers, testing firms, and any necessary trades.. We perform interior renovation / build-back as well as complete core and shell construction.

- Site containment/temporary shoring
- Full scale carpentry
- Complete electrical, mechanical and plumbing
- Complete exterior envelope reconstruction
- Construction defect reconstruction
- All roofing configurations
- Interior build-out and finishes
- Complex installation and interior finishes
- High-rise reconstruction and restoration
- Historic reconstruction and restoration

(●) #1 Remodeling Company in the U.S.

With more than 73 years of construction experience, BELFOR USA Group, Inc., has an unmatched depth of resources and knowledge. BELFOR has been the #1 Remodeling Company on the Top 500 U.S. Remodelers List since 2001 (National Association of the Remodeling Industry) and has received numerous awards that recognize excellence in the restoration industry, including Apex, Chrysalis and Phoenix Awards. A complete list is available upon request.



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

January 21, 2020

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

RE: Belfor Property Restoration
Solicitation #20-01 Request for Competitive Sealed Proposal
Region 4 Education Service Center Job Order Contracting Services
Aggregate Contract Price: \$50,000,000

Hartford Casualty Insurance Company (Hartford) has issued surety bonds to Belfor Property Restoration (Belfor) since 1989, during which time we have favorably considered single projects up to \$100 million and aggregates of \$200 million. Our experience with Belfor has been excellent, and we highly recommend them to you. Hartford Casualty Insurance Company has an "A+" XV rating from A.M. Best Company.

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

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

Sincerely,

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

TAB 5

**ADDITIONAL REQUIRED DOCUMENTS
(APPENDIX C)**

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 Bid Guarantee
- DOC #8 Price Proposal Form (Appendix D)

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

OPEN RECORDS POLICY

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

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

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

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

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

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

Please see document following this page for all parts of response considered exempt.

January 21, 2020

Date



Authorized Signature & Title

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BELFOR USA Group, Inc dba BELFOR Property Restoration
Birmingham, MI United States

Certificate Number:
2020-579034

Date Filed:
01/20/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 Education Service Center ("ESC")

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

20-01
JOB ORDER CONTRACTING SERVICES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Paul Suchowski, and my date of birth is 09/02/1960.

My address is 185 Oakland Avenue, Suite 150, Birmingham, MI, 48009, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Oakland County, State of MI, on the 22 day of January, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Paul Suchowski, as an authorized representative of

BELFOR USA Group, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

January 21, 2020
Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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

Federal Requirements

WOs issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; WOs issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining Special Conditions below are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in

their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination

issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended,

42 U.S.C.
§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the*

Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, BELFOR USA Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Paul Suchowski, Controller

Name and Title of Contractor's Authorized Official

January 21, 2020

Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract

performance schedule;

- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or

Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: BELFOR USA Group, Inc. _____

Address, City, State, and Zip Code: 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 _____

Phone Number: (248) 594-1144 _____ Fax Number:
(248) 594-0464 _____

Printed Name and Title of Authorized Representative: Paul Suchowski, Controller _____

Email Address: paul.suchowski@us.belfor.com _____

Signature of Authorized Representative: _____ January 21, 2020 _____ Date:



QUESTIONNAIRE

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

1. Coverage

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

Yes No

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

Yes No

2. Diversity Programs

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

*Each local BELFOR office maintains subcontractor relationships in their market with qualified subs, many of which are certified HUB or MWBE firms.

3. Diverse Vendor Certification Participation

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity
certificate holder

Yes No

List certifying agency: _____

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

h. Any additional agreements Offeror will require Participating Agencies to sign

See sample Commercial Services Agreement, attached.
Also, standard AIA forms are used for general contracting work.