Scope of Work

I. Scope of Solicitation
II. Instructions to Offerors
III. Scope of Work / Specifications
IV. Terms and Conditions - Special
V. Appendices

I. SCOPE OF SOLICITATION

Clemson University desires to establish a fixed price (i.e. Not to Exceed) contract with vendors to provide disaster restoration and water clean-up services to be used as events require. The nature of work shall include, but not be limited to water mitigation services, fire mitigation services, smoke removal, wind/storm damage, man-made disasters or losses due to equipment failure or any other type of mitigation, loss or subsequent cleaning required to restore facilities to at least a pre-loss condition on the Clemson University campus or any other University facilities located throughout the state of South Carolina. This contract does not specifically include "build-back services", as this would normally be handled through University Capital Projects.

This contract is for an initial term of one (1) year, with four (4) subsequent one (1) year renewal options. The maximum contract term is five (5) years.

II. INSTRUCTIONS TO OFFERORS

Regardless of specific requirements below or in this document, Offerors are required to submit their proposal electronically through the Clemson University online bidding system. To do so you must login (registering first) at https://clemson.ionwave.net, and follow specific instructions for this solicitation. You should register several days in advance of the bid closing date so you can be approved and login in time to submit a response.

All Offerors are encouraged to ask questions. Questions shall be submitted, in writing, to Sam Young at scy@clemson.edu by date and time listed in the "Activities" tab of the online bid event. Answers will be submitted as an addendum to this bid. By submitting an Offer, the Offeror represents that submitter has read and understood the Solicitation and that the Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk.

Supplier Registration in buyWays - Unless the successful Offeror is currently an active supplier in Clemson University's buyWays system, you will be invited to complete a new supplier registration. You must complete registration within three business days of receiving the email invitation. Registration will require the successful Offeror to provide information about its company and to receive electronic payment as outlined in the registration.

INFORMATION FOR OFFERORS TO SUBMIT – TECHNICAL PROPOSAL
All Offerors must submit a technical proposal. Your technical proposal must be a written quotation addressing each of the items listed in Section III – Scope of Work.
In addition, your technical proposal must include a section with the following mandatory minimum requirements:

1) The Contractor must confirm they have a minimum of five (5) years experience in projects similar in nature.
2) The Contractor must confirm they are regularly engaged in projects of similar nature by providing:
    a. A minimum of five (5) schools/universities (or similar scope/size) references in the past five (5) years.
    b. Detail previous experience and expertise in working in laboratory spaces as will be found at the University.
3) The Contractor must also confirm the established nature of their business by providing:
    a. Number of years the Contractor has been operating under the present company name.
    b. Names of companies under which the Contract has previously operated, and number of years operating under each name.
    c. The names, qualifications, and experience of the Job Superintendent/Job Foreman to be used on these projects.
    d. The previous five (5) years of EPA/DHEC and OSHA/SC OSHA or other regulatory compliance records. If subcontractors will be used, this information is required of them as well.
4) All Offerors must submit Attachment A Pricing Worksheet.xls. All Offerors must provide pricing for all items in a Lot. See Attachment A for further details.
5) All Offerors must submit Attachment B Consumables List, if available. This Attachment shall be created by the Offeror.

The successful Offeror shall provide satisfactory evidence of all required insurance coverage and licenses PRIOR TO PERFORMANCE.

The total quantity of purchases of any individual item on the contract is not known. The University does not guarantee that the University will buy any specified item or total amount.

III. SCOPE OF WORK / SPECIFICATIONS

The scope of this contract is to provide disaster restoration and water clean-up services to be used by Clemson University as events require. The nature of work shall include, but not be limited to water mitigation services, fire mitigation services smoke removal, wind/storm damage, man-made disasters or losses due to equipment failure or any other type of mitigation, loss or subsequent cleaning required to restore facilities to at least a pre-loss condition on the Clemson University campus or any other University facilities located throughout the state of South Carolina. The following sections outline specific requirements of the Contractor performing work under this contract.

A. **Response Requirements**

1. The University project manager will notify an awarded Contractor of their choosing as disaster restoration and water cleanup situations arise and services offered under this contract are needed. The contacted Contractor will contact the University project manager within thirty (30) minutes of notification of loss to setup an initial inspection appointment. Contractor will report only to the University's Project Manager unless otherwise directed.
2. Unless otherwise agreed upon at the time of notification, Contractor will be on-site within two (2) hours or sooner of the notification.
3. At initial inspection, Contract shall walk through damaged area(s) with the University Project Manager to determine Contractor's scope of work. Contract shall provide the University Project Manager an estimate and a Not to Exceed (NTE) cost for services using your contract pricing. See 'Required Documentation' in Section B for more details. Additionally, Contractor must specify any specialty equipment or labor needed to return the area(s) to a pre-loss condition. Contractor must clearly identify any non-standard labor to be used to the University Project Manager. See non-standard labor definitions in Section H below. No work shall commence until University Project Manager has given the 'go ahead'.

B. **Required Documentation**

1) Documentation for all losses
   a) The Contractor shall provide digital pictures before and after any work. A minimum of 15 photos must be taken during the project. At least four photos must be taken of the exterior (risk photo), one of each side. Thermal imaging photos, if applicable, shall be taken of affected structure materials. Photos must be sent to the University's project manager within 24 hours after initial inspection.
   b) The Contractor shall submit the following information to include, but not limited to,
      i) A sketch and associated dimensions of all affected area(s).
      ii) A signed Certificate of Completion no later than 48 hours after completion of work.
      iii) All subcontractor bids and invoices for work outside Contractor's normal scope of work.
      iv) Daily Activity Sheets (including man hours), equipment and material logs, and per diem log. Note, this log must be signed off daily by the University's project manager during the project duration.

2) Documentation for Water Loss

   a) Contract shall provide accurate psychometric and moisture content readings including category, classification of loss, and a minimum of one (1) moisture content reading of any unaffected area.
   b) It is important to identify separate drying chambers. Contractor must provide drying chamber information by building and room number.
   c) Identify what type and how many of each type of equipment placed in affected area(s), as well as how long equipment was on-site. In addition, Contractor must record the number of hours dehumidifiers were actually running during the project.
   d) The Contractor shall submit calculations on determining the appropriate amount of drying equipment (i.e. dehumidifiers, air movers, air filtration devices, etc…)

C. **Equipment, Tools, and Materials**

1) Equipment and Tools

a) The Contractor shall conform to safety and inspection requirements for equipment and tools required by all applicable regulations.
b) Assess and provide as necessary the proper PPE in accordance to all applicable regulations.
c) Handle, transport, and dispose wastewater in accordance to all applicable regulations.
d) Post signs instructing building users to keep doors and windows closed, if necessary, to maintain property atmospheric conditions in the drying environment.
e) Seal air filtration devices (AFDs) used in contaminated environments prior to removal from the jobsite and clean prior to subsequent use.
f) Follow the safety, operation, and maintenance instructions provided by the manufacturer of the equipment and tools used on a project, if applicable.
g) A complete list of the equipment (not tools) owned by the vendor to be used to meet the requirements of this specification must be included as a part of in the response to this RFP.

2) Materials
a) Contractor shall use isolation barriers, when applicable, to limit the amount of volume to restore. Polyethylene sheeting must be opaque, transparent or translucent or white or black in color, 6-mil (actual) or greater thickness, and in widths selected to minimize the frequency of joints.
b) The method of attaching the polyethylene sheeting shall be agreed upon in advance by the Contractor and the University's Project Manager and shall be selected to minimize damage to equipment or surfaces. Such selection and agreement by Clemson does not reduce the liability of the Contractor to repair subsequent damage. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray adhesive, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions, including the use of amended water.
c) The Contractor shall submit to the University's Project Manager all pertinent information for various materials to be used on the project, including but not limited to, Safety Data Sheet(s) (SDS), manufactures' instructions, etc. SDS shall be provided and approved by Clemson prior to the commencement of project. Clemson may request submittals for other materials, and the Contractor shall submit this information within two (2) days of Clemson's request.

D. **Execution**

1) Health and Safety
a) The Contractor agrees to provide a healthy and safe work site and working environment for its employees and subcontractor during performance of Restoration Services. In addition, the Contractor shall protect the health, safety, and welfare of Clemson personnel, other occupants of work site structures, the public and other third parties from any danger associated with the Restoration Services. As a minimum health and safety requirements, the Contractor must ensure all Restoration Services are performed in compliance with any and all applicable federal, state, and local governmental requirements imposed by statute, regulation or otherwise, and all current industry standards, including, but not limited to those prescribed by the Institute of Inspection Cleaning and Restoration (IICRC) and the Association of Specialists in Cleaning and Restoration (ASCR). The Contractor agrees to adopt whatever methods, procedures, and precautions are necessary to comply with the provisions in this Section.

b) The Contract shall post warning signs around the perimeter of the entire Work Area, and at any other location specified by the University's Project Manager. The signs shall state "Authorized Personnel Only."

c) Right-To-Know and Hazard Communication
   1. Contractor shall ensure that the hazards of all chemicals produced or imported are evaluated, and that information concerning their hazards is transmitted to Clemson and employees. This transmittal of information is to be accomplished by means of comprehensive hazard communication programs, which are to include container labeling and other forms of warning, Safety Data Sheet(s) and employee training, according to OSHA 29CFR 1920.1200.
   2. Any time an outside contract brings a hazardous substance(s) into the workplace, a CIL and SDS(s) for the substance(s) must be received. Similarly, a CIL and SDS(s) for all hazardous substances in the area that the contractor will be working must be provided to the contractor. This exchange will be coordinated by whoever is granting the contract. A contractor safety form must be signed stating the contractor agrees to this provision.
   3. Service contractors whose work or materials pose a health hazard to employees shall be responsible for the training and education requirements.
   4. The above cross-training must be documented, and the records must be retained in the department where the work is performed.
   5. Outside contractors must comply with all the provisions of the Hazard Communication Standard while serving Clemson.
   6. The vendor will not engage in hazardous materials remediation, but in no case shall the vendor ship hazardous waste under their company's EPA ID Number, but will turn all hazardous waste generated over to the University for disposal.

2) General Provisions

a) The Contractor shall monitor equipment daily, if convenient for Clemson, to ensure proper working order and verify the effectiveness of drying. Air filtration devices must be sealed in trash bag before removal from the contaminated area.

b) The Contractor shall use AFDs on all losses. Each AFD should be equipped with High Efficiency Particulate Air (HEPA) filter to remove any air-borne particulate matter.

c) At a minimum, the Contractor shall use two types of odor eliminating techniques when the project requires deodorization.

d) Contractor shall conduct all work in strict accordance with these specifications and with current applicable federal, state, and local laws, ordinances, rules, regulations, orders, and codes (all hereafter called "applicable regulations") including, but not limited to, the following:
   1. IICRC, S500 Standard and Reference Guide for Professional Water Damage Restoration
   2. IICRC, S520 Standard and Reference Guide for Professional Mold Remediation
   3. ASCR International, NIDR Guidelines for Fire and Smoke Damage Repair
   4. U.S. Department of Labor, CFR Title 29 – Construction Industry

e) Contractor shall work with the SC Insurance Reserve Fund's representative and/or adjuster when there is a claim from Clemson University. The adjuster will work with the Contractor to determine a not to exceed (NTE) cost, unless additional damage is discovered. Typical claims are based on Xactimate estimates.

f) Work shall be performed by competent persons who are trained, knowledgeable, and qualified in the techniques of mitigation. All workers shall be capable of and willing to perform the work of this contract.

g) Contractor shall have an IICRS certified supervisor on every project.

3) Final Completion of Work
   a) Contractor shall contact the University's Project Manager to perform final walk-through of mitigated area(s). The University's Project Manager shall submit to the Contractor a "punch list" for work before project ends. Completion of project shall only end upon agreement made by Contractor and University, by way of signed Certificate of Completion.
   b) Projects that require deodorization shall be deemed complete only upon and agreement made by at least three (3) parties to include the assigned Certified Industrial Hygienist if applicable.

4) Completed Project Documentation
   a) All of the following is to be provided to the responsible party in the form of a binder.
   b) Photos – minimum of 15 photos to include initial, duration, and completion photos.
   c) Sketch – of the affected areas.
   d) Signed Certificate of Completion (sent within 48 hours of execution).
   e) All subcontractor bids and invoices.
   f) All daily activity sheets.
   g) Final estimate.
   h) Invoice, to include Customer's PO Number.
   i) For water losses, accurate psychometrics and moisture content readings to include:
      1. Category
      2. Classification
      3. Minimum of 1 moisture content reading of any unaffected area.
      4. Identification of the different drying chambers utilized.
      5. Type and amount of equipment utilized in each area.
      6. Duration of usage for each piece of equipment.
      7. Number of hours each dehumidifier is used.
      8. Calculations used for decision making as to equipment usage and placement.

Note: additional documentation may be required for insurance purposes. The University Project Manager will communicate any additional needs when required.

E. **Document Remediation (*optional service – not required*)**

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and standard pricing as quoted per cubic foot. These factors include, but are not limited to:

1) Nature of Damage
2) Moisture Saturation
3) Degree of Char/Soot Residue
4) Mold/Mildew Infestation
5) Smoke Odor
6) Deodorization Requirements
7) Contamination Factors Include Debris, Sewage, Silt, and/or Hazardous Materials

The quoted rates represent the charges for freeze-drying only. Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions.

F. Trauma Scene Cleanup Services (*optional service – not required*)

Specific costs for Desiccant Dehumidification services will be determined per job, based on factors relevant to each job and standard pricing as quoted per square foot. These factors include, but are not limited to:

1) Nature of Damage
2) Affected Space
3) Length of Job and/or Time Constraints
4) Other Contamination Factors

G. **Invoice Requirements**

1) Contractor shall submit to Clemson, after completion, a binder containing appropriate documentation (i.e. Subcontractor invoices and/or bids, daily activity sheets including man hours, equipment and material usage, moisture content readings, etc.) for all charges incurred during the project.
2) Contractor shall include Purchase Order number on all invoices submitted.
3) Invoices shall be clearly itemized and shall separate labor from equipment and materials.

H. **Labor Provisions**

1) Standard Hours - All labor rates quoted are considered standard time and shall be charged from Monday through Friday, 7am – 5pm.
2) Non-Standard Hours (does not apply until 40 hours achieved for the week):
    a. Overtime Rate: An overtime rate of 1.5 times the standard rates scheduled shall be charged for any time worked after 40 hours for the week.
    b. Holiday Pay: A holiday rate of 2 times the standard rate shall be charged for labor performed on recognized holidays.
3) Travel time for personnel shall be included in standard labor rates provided by vendor and shall be billed to the contract.
4) A markup to labor rates for small tools may be used and shall be billed using the markup percentage entered into Attachment A.

I. **Equipment Provisions**

1) The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is utilized to perform the work, regardless of the number of shifts on which the equipment is used during the day.
2) During the course of this contract, the vendor may add additional equipment to the pricing schedule at rates to be determined by the vendor and agreed to by the University prior to incurring costs.
3) Equipment rented by the vendor from third party vendors specifically for use in performing the work may be used and shall be billed using the markup percentage entered into Attachment A.

J. **Additional Materials & Equipment Provisions**

1) Costs related to use, rental, purchase or replacement of equipment generally or customarily necessary to accomplish the work but not to be incorporated into the work such as, by way of illustration and not limitation, hand tools, generators, cleaning equipment, scaffolding, signage, fencing, vehicles, fuel, etc. are disallowed and will not be paid unless otherwise specified in the Contract.
2) *Removed.*

3) Costs attributable to maintaining a local office, home office or corporate office as well as office staffing, equipment and consumables, etc., will not be paid unless otherwise specified in the Contract.
4) Costs attributable to vending services, portable toilets, dumpsters, and miscellaneous service providers will not be paid unless otherwise specified in the Contract.
5) Costs for maintaining on-site facilities, including work trailers, telephones, computers, licenses, temporary utilities, etc., will not be paid unless otherwise specified in the Contract.
6) During the course of performance of the work, the Contractor may add additional materials and/or services to the Contract schedule provided at the markup rate entered into Attachment A.
7) Offerors may provide a list of consumables, or products provided by the Offeror that shall be required to complete projects per the specifications listed herein. This attachment must be labeled as "Attachment B Consumables List". These consumables must be listed in the format of "Consumable Description" (the description of the consumable), "Rate" (the price per unit of time) and the "Units" (the unit of measure of the consumable). All items on the Consumables list must be separated by categories and must be listed in alphabetical order. This consumables list will become part of the resulting contract.

K. **Subcontract Services**

If the vendor routinely uses subcontractors, the name and location of the subcontractors you typically use must be listed in your response to this solicitation. Compensation paid to the Offeror for all services not identified in this scope of work, such as laboratory services, testing services, and other services, or are performed by individuals billed to the customer, but are subcontracted by the vendor, shall be billed at the vendor's cost for such subcontract service plus markup as entered into Attachment A.

L. **Per Diem**

Per Diem costs shall be allowed on a project-by-project basis in large loss projects. All per diem must be logged by the Contractor and must be reviewed and approved by the Clemson University project manager per requirements established in Section B – Required Documentation, Item (b)(iv) above.

M. **Freight/Transportation and Other Charges**

Costs attributable to expediting delivery of materials, equipment or processes including telephone calls, facsimile transmissions, copying, employee labor and benefits, etc. will not be paid unless otherwise specified in the Contract.

N. **Vendor Standard Contracts / Rate Sheets**

The University will NOT sign any additional contracts or agreements with a vendor for specific projects. The terms and conditions of any work done under this contract will be solely those of this solicitation. If an offeror takes exception to, or seeks to note additional terms, those must be submitted as part of your proposal for University review.

IV. TERMS AND CONDITIONS – SPECIAL

Award Criteria:

This is a fixed price bid. An award will be made to any Offerors that are responsive and responsible, whose offer provides pricing at or below the baseline pricing listed in Attachment A, and meet the requirements listed . Offerors may be added to the awarded vendors list provided the vendor furnishes all evidence of responsibility and responsiveness to Clemson University's original fixed price bid as authorized by the solicitation.

All Offerors must submit a Technical Proposal containing all requirements listed herein, and complete and submit Attachment A and Attachment B (if available), and enter pricing as designated in the online bid event. Failure to do so will result in rejection of offer.

All Offerors must enter $1 into the online bid event in the space provided.

The Procurement Department will release additional awards to this fixed priced bid (FPB) quarterly, beginning March 31st 2025. No awards shall be issued at the start of the final year of the contract period, or after 12/7/2028.

The effective dates of this contract will be shown on the award statement. Expected start date of contract is 12/2024.

The failure of a specific bidder to receive business once it has been added to the awarded vendor list shall not be ground for a contract controversy under Section 11-35-4230 of the South Carolina Procurement Code. Clemson University makes no guaranteed minimum amount of purchase or future business. The contract does ensure that vendors on the fixed-price contract may be retained on a fast turnaround without a formal request for proposal process. The Fixed Price is set by Clemson University. All Offeror pricing shall be the pricing used for the period of this contract.

V. APPENDICES

- 124387996 Attachment A – Pricing Worksheet.xls