

FLICC Disaster Recovery Contract Guidelines

This is a draft of proposed guidelines for Disaster Recovery Contract that the FLICC Disaster Preparedness Working Group has developed for Federal Agencies, especially, Federal libraries, information centers, and archives. As part of disaster recovery planning, agencies should contact their procurement offices to determine agency-specific procurement requirements that may need to be addressed when writing a contract or scope of work document. Generic documents, which include agency specific requirements, should be developed and reviewed with procurement staff in advance, so that they can be used without delay in a disaster situation.

The following recommendations should be considered for inclusion in a Disaster Recovery Contract.

1. Scope of Work (SOW). Draft a generic disaster recovery Scope of Work (a.k.a. “Statement of Work”). The SOW should describe in clear and understandable terms the services that are to be performed. Ideally, the SOW will be based on the institution’s disaster response plan, but should be flexible enough to allow for unanticipated recovery needs. Security is a major factor to consider. If a disaster site has been designated a crime scene due to a criminal activity or terrorism, security will become paramount. It will complicate your efforts for disaster recovery, as the disaster site will not be accessible until the authorities release it. An additional security factor will be if the disaster site holds classified records. The procurement office in awarding the disaster recovery contract must address this concern.

2. Terms of the Contract. The contract must start on a specific date and continue until the services have been rendered and the specified work has been completed.

3. Pricing. Anticipated costs will have to be negotiated by the vendor, librarian/archivist and the procurement office. The vendor should provide a current rate schedule for standard items and indicate if it will be possible to provide needed equipment, possibly with little advance notice, on a cost plus price basis. It should be understood that pricing will change over time. It is vital to activate the contract as soon as possible after the disaster to avoid additional damage to the facility and to the collections.

TIME IS CRITICAL IN A DISASTER. The faster the contract can be activated (within 24 to 48 hours), the more likely it will be that the facility can be stabilized and the disaster recovery of collections can begin. The longer the delay, the higher the recovery cost and the less chance that recovery efforts will be successful.

Remember that once the requirements are stated in the SOW for the disaster recovery contract, it is very important that the contract negotiations be followed very closely.

The selection of the right contractor is absolutely essential for the clean up of a disaster site. A review of the contractor’s qualifications is imperative and the library must have input into the selection process.

This document deals primarily with the recovery of the site and the collections. For an example of a disaster planning document for a business resumption plan see, the University of Toronto website: <http://www.utoronto.ca/security/drp.htm>.

Some of the text below may be used when writing the SOW.

Required Services

NOTE: For salvage and recovery services other than for damaged library/archive collection materials, the Federal Agency should determine in advance which services would be either performed or contracted for

using pre-established Agency protocols. For example, a Federal Agency may have an established COOP (Continuity Of Operations Plan) that provides technology recovery or site restoration service using contractors with which the Agency has ongoing contractual arrangements (e.g. service / maintenance agreements).

1. Respond to a disaster scene within 24 hours of being called by the Federal Agency or designated preservation site. Provide professional advice on the most practical and efficient options for the salvage, recovery and rehabilitation of the collections and the facility. After consultation with, and prior approval by the designated representative of the Federal Agency, provide the services needed to accomplish the salvage and recovery of materials and – depending on the extent of the disaster – reoccupation of the disaster site by Federal agency staff.
2. Have the experience, qualifications, and expertise to provide professional advice on standard methods for handling library and archival materials in disaster situations and provide the services to accomplish recovery.
3. Coordinate all shelving and collection storage area recovery operations with representative of the Federal Agency designated for this purpose.
4. Coordinate all collection recovery operations with representative of the Federal Agency designated for this purpose.
5. Services to Federal Agencies affected by a disaster will include, but are not limited to:
 - A. Collection material recovery and salvage
 - removal from disaster area
 - tracking of items removed
 - packing for transport
 - transport from site for treatment
 - mold removal from collection materials
 - freezing
 - drying
 - B. Technology recovery and salvage
 - removal of electronic devices (computers, monitors, copiers, &c.)
 - drying and condition evaluation of electronic devices
 - data recovery from damaged computer hardware
 - C. Site restoration
 - air scrubbing / purification
 - smoke neutralization
 - sanitization
 - deodorization
 - mold mitigation and abatement. Follow accepted library, archival, museum, and building standards at all times during the recovery process.
6. The Federal Agency and the vendor will review quality expectations and determine in advance what remedies are available for any aspect of the recovery work the Agency considers unsatisfactory.
7. Have procedures and policies in place for the systematic, non-damaging removal of library materials from a Federal Agency disaster site. To the extent possible, identify and inventory all materials and keep materials organized.
8. Provide appropriately trained personnel to assist Federal Agencies as needed.
9. Provide dry cargo transport trucks or freezer trucks as needed. Provide packing supplies, pallets and materials needed to secure palletized containers.
10. Provide secure freezer storage for library/archive materials in the event all available appropriate drying equipment is in use, or if the amount of material exceeds the firm's drying capacity.
11. Remove and stabilize materials in a timely manner to eliminate the risk of further damage to the collections.

12. Freeze large quantities of library materials if the quantity of materials to be recovered exceeds the current drying capacity of the firm due either to the current available space or the amount of the material.
13. In a controlled and closely monitored manner, dry varying quantities of material exposed to varying amounts of moisture. Determine when materials have reached normal equilibrium. Ensure that all items are completely dry without exposure to the risk of over-drying.
14. Monitor and separate materials during the drying process to ensure that they dry completely without sticking together.
15. Using only chemicals and treatment methods that have been reviewed and approved in advance by the Federal Agency, remove mold and decontaminate items when necessary.
16. As needed, carefully clean materials after drying.
17. Stabilize, clean and restore shelving, cabinetry and other furniture used for collection storage to a usable condition. Promptly inform the designated representative of the Federal Agency if any shelving or cabinetry cannot be adequately restored and should be replaced.
18. When treatment is completed, carefully pack dried materials in order, in appropriate secure, non-damaging containers and ship/deliver them back to the Federal Agency.
19. When the storage area and all shelving, cabinetry and other storage furniture have been returned to working order and the site has been declared safe, restore collection materials to their proper locations for staff and patron use.
20. All vendor-owned and vendor-leased materials used for recovery operations must be approved by the Federal Agency prior to their use in any disaster recovery operation.
21. Site remediation work involving the use of chemical cleaners, solvents or disinfectants should be scheduled for non-open hours.

Deliverables

1. Return treated materials on a schedule agreed on in advance by the vendor and the Federal Agency.
2. Clean, disinfect and decontaminate the disaster site and all shelving, cabinetry and other furniture used for collection storage. (See also "Services Required," item 16).
3. Provide a written report summarizing all action taken by the vendor.
4. As stipulated by the Federal Agency, provide daily, weekly and/or monthly progress reports to the designated representative of the Agency.
5. Provide written and photographic documentation of the disaster site during all phases of the operation, from "as found" through the recovery and restoration process to the post-restoration outcome.
6. Restore the disaster site to full functionality.

Invoicing

Follow Agency guidelines for the use of funds and implementation of a contract or purchase order for recovery services. Typically, it will be necessary to obtain clearance to use funds from both an upper level administrator and a financial officer. Review the proposed contract or purchase order with a contract specialist prior to implementation.

Specify how the Federal Agency plans to pay for the work. Should itemized invoices be submitted for specific tasks, or for phases or components of the recovery operation? Vendors can usually provide accurate estimates for certain types of recovery work (e.g. cost per cubic foot container to dry wet books and journals). If invoicing is going to be based on duration of work rather than on specific tasks or distinct activities, establish what will be invoiced for during a given phase. Does the vendor prefer to submit one invoice at the end of the process?

Be sure to spell out clearly how invoices should be submitted, to whom they should be submitted and what steps need to be taken to release payment. The Federal Agency may require that either the designated representative for the recovery operation or a financial officer within the Agency review and approve invoices prior to the release of funds.

The following sections apply on a case by case basis, depending on the type of contract or purchase order to be awarded.

Time and Materials Schedule

I. Labor

Operations Personnel Labor (Samples)

This listing applies to personnel engaged to fulfill the terms of the contract, whether regular full time employees of the vendor or temporary hires employed directly by the vendor or secured through a labor service. The rates, which will be established by the vendor, are per person per hour.

CLASSIFICATION

General Cleaning Laborer

Clerical

General Restoration Supervisor/ Technician

Remediation Supervisor/Technician

Resource Coordinator

Project Accountant

Assistant Superintendent

Electronics Restoration Supervisor/Technician

Industrial Corrosion Control

Supervisor/Technician

Documents Recovery Specialist

Superintendent

Project Manager

Project Director

Health and Safety Officer

Certified Industrial Hygienist

Technical Consultants/Engineers

Operation Technician

Variable Labor

Labor Pool (Temp labor)

Labor Management Fee*

..(Where customer supplies labor force)

Dry – Laborer, Customer Site Dry Room Setup

Dry – Supervisor, Customer Site Dry Room Setup

File Jackets – Labor Only

File Labels – Labor Only

Fire Damage Edge Trim – Labor Only

Inventory Pack out – Supervisor

Inventory Pack out Labor – Laborer

Mold & Mildew Removal – Labor Only

Pack-In Labor – Laborer

Pack-In Labor – Supervisor

Pack out Labor – Laborer
Pack out Labor – Supervisor
Photo Copy Documents – Labor Only
Retrieval & Delivery Labor
(Time and one-half after 8 hours and on Saturdays. Double time
on Sundays/Holidays)

A. Other Labor Provisions

1. Standard Hours - All labor rates are for the first 40 hours worked in a workweek, exclusive of the vendor holidays.
2. Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled. Rates for labor performed on the vendor recognized holidays would be 2.0 times the rates scheduled. In the event the vendor is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled.
3. Travel time for personnel shall be billed to the contract at the rates provided by the vendor.
4. These rates and provisions are predicated upon the vendor standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify the vendor standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.

B. Consulting

These sample rates apply to personnel who have been retained to provide project management of a job.

CLASSIFICATION

Project Engineer/Scientist/Hygienist or other Environmental Specialists.
Preservation Consultants.
Project Manager
Superintendent
Accountant
Supervisor
Secretary/Clerical
Administrator

II. Equipment Rental

Equipment Rental Terms for Vendor-Owned Equipment

The vendor will establish rates that apply to equipment that is owned by the vendor and utilized in the performance of the work (whether supplied from the vendor inventory or specially purchased by the vendor for performance of the work).

CLASSIFICATION

Air Compressor

Air Mover/Carpet Dryer

Boroscope (flexible “gooseneck” light and digital camera combination for inspection of damage where entry is not permitted, e.g. where there is severe structural damage)

Dehumidifiers

Distribution Panel

EDP (electronic data processing) – Tool Set

EDP - High Pressure Sprayer

EDP - Instrument Drying Oven

Foamer

Fogger - Spray Mist

Fogger - Thermo-Gen® (for neutralization of smoke and odors)

Generator - Less than 100 Kilowatt

Heaters (In-Line)

HEPA Air Filtration Unit - 2000 CFM

High Pressure Moisture Extractors

HVAC - Air Tool Kit

HVAC - Cutting/Spray Kit

HVAC - Duct Auger (spinning brush attached to a flexible cable)

HVAC - Duct Sweeper

Hygrothermograph - Recording

Injectidry® (high pressure system designed to dry inside inaccessible spaces (e.g. below compact shelving)

InterSector® “The InterSector is a small black box with an Ethernet connector and two ports into each of which a remote sensor can be plugged.” See:

<http://www.techworld.com/networking/reviews/index.cfm?reviewid=150> Provide an example illustrating why/how this would be used.

Lambrite® - Dry Clean Machine (“Lambrite” is a patented dry cleaning process developed by Blackmon Mooring Steamatic. See the “Furniture and Drapery Cleaning” section at:

http://www.steamatic.com.au/spec_steam.htm#furn)

Lights - Quartz Demolition

Micromanometer (gauge used to measure slight changes in pressure exerted by liquids or gases) Provide an example illustrating why/how this would be used.

Micromanometer - Recording

Moisture Meter - Penetrating or Non-Penetrating

Negative Air Machine (removes airborne contaminants from space)

Ozone Generator - Model 330

Ozone Generator - Model 630

Radio - Personnel Communication

Refrigeration

Cooling Coils Only

Chillers

DX Units

Refrigerant Dehumidification Units

Respirator

Sprayer - Industrial Airless

Steamatic® Extraction System

Steamatic® TMU (truck mounted unit) Extraction System
 Note: An “extraction system” extracts particulates from rugs, curtains, &c.
 Thermohygrometer
 Trailer - 40 ft. Storage
 Trailer - Refrigerated 40 ft. Storage
 Trailer - Utility (inclusive of mileage)
 Truck - Box (inclusive of mileage)
 Ultrasonic Decontamination Vat - 500 Watt
 Vacuum - Barrel
 Vacuum - Commercial Canister
 Vacuum – EDP (electronic data processing) Anti-static
 Vacuum - Handheld
 Vacuum - HEPA
 Vacuum - MV II
 Vacuum - Upright
 Van - Cargo/Passenger
 Washer - High Pressure

1. The daily rental rate by the vendor 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 performance of the work, the vendor may add additional equipment to the schedule above at rates to be determined by the vendor.
3. The customer shall pay for any repairs or maintenance performed on the equipment on the basis of cost plus a percentage of the vendor’s markup on such costs. The percentage is to be determined in advance of activating the contract or purchase order and performing the work.
4. In the event any item of rental equipment is damaged beyond reasonable repair by conditions at the work site, the customer shall be charged the replacement cost plus twenty percent.

B. Equipment Rented By The Vendor

The rental rate for any items of equipment the vendor rents from third party vendors specifically for use in performing the work shall be the vendor 's cost thereof plus a percentage of the vendor’s markup on such costs. The percentage is to be determined in advance of activating the contract or purchase order and performing the work.

III. Materials

A. Materials

CLASSIFICATION

Anti-Microbial Sealer
 Applicators - 6" Cotton
 Biocides/Disinfectants
 Box - Book
 Box - Dish
 Box - Freeze Dry
 Carpet Deodorizer
 Cartridge – N-95 (NIOSH compliant cartridge for use with respirator for protection against non-oil particulates and acid gases (chlorine, hydrogen chloride, sulfur dioxide, chlorine dioxide, hydrogen sulfide).
 Cartridge - Respirator

Coil Cleaner
Cotton Cleaning Cloths
Desiccant 25
Desudser
Dry Solvent Stain Remover
EDP-Corrosion Control Lubricant #1
EDP-Corrosion Control Lubricant #2
EDP – VCI (virtual circuit ID?) Device
Emulsifier - Powder
Emulsifier - Liquid
Filter - HEPA for Air Filtration Unit
Filter - HEPA for Vacuum
Filter - Primary
Filter - Secondary
Fireman’s Friend® Abrasive Compound
Furniture Blocks
Furniture Pads
Furniture Polish
Glass Cleaner
Gloves - Cotton
Gloves - Latex
Gloves - Leather
Gloves – Nimble Finger (N-Dex)®
Goggles
Hexathane (MS, CS, or LO)
Lemon Oil
Mop Heads
Odromatic® (proprietary Steamatic odor control product)
Paper - Corrugated
Paper - Craft
Pigmented Sealer
Polishing Pads
Polyester Filter Material
Polyethylene Bags - 3-6 mil
Polyethylene Sheeting
Pump - Barrel Syphon
Reodorant (chemical additive used for disguising odors)
Restoration Sponge
Safety Glasses
Shrink Wrap
Stainless Steel Polish
Steel Wool
Suit - Tyvek
Tape - Boxing
Tape - Duct
Tape - Masking
Thermo Fog Spray
Trash Bags - Disposable
Vinyl & Leather Conditioner

Please note that vendors may only stock and use proprietary products. Such products must be reviewed by the Federal Agency prior to use to ensure their suitability for library and archive materials and collection storage areas. Equivalent or similar products may be suitable.

B. Additional Provisions Respecting Materials

1. All prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from the vendor inventory, shipped directly to the site from the vendor 's sources, or purchased locally by the vendor from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, the vendor may add additional materials to the schedule above at rates to be determined by the vendor and reviewed by the Federal Agency prior to implementation.

IV. Document Remediation

Specific freeze drying costs will be determined *per job*, based on the factors relevant to each job and pricing per cubic foot.

These factors include, but are not limited to:

- Nature of damage (e.g. flood, fire, mold outbreak, &c.)
- Extent of moisture penetration and saturation
- Degree of char / soot residue
- Extent and severity of mold / mildew growth
- Presence of smoke odor
- Need for deodorization
- Type / extent of contamination (e.g. from waste water, sewage, silt, &c.)
- Possible contamination from hazardous materials (e.g. asbestos)

The above factors relate to potential changes in pricing for freeze-drying services only. Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions.

V. Desiccant Dehumidification

Specific costs for Desiccant Dehumidification services will be determined *per job*, based on factors relevant to each job and pricing per square foot.

These factors include, but are not limited to:

- . Nature of damage (e.g. flood, fire, &c.)
- . Extent of moisture penetration and saturation
- . Footprint of disaster area, height of buildings, height and type of ceilings
- . Length of job and/or time constraints
- . Other contamination factors

Rates determined by any combination of these factors represent charges for Desiccant Dehumidification only. Labor, equipment, materials and other costs incurred in connection with remediation, deodorization and other services will be billed in accordance with the appropriate schedules and provisions contained in this Exhibit.

VI. Small Tools

Items such as, shovels, ladders, demolition carts, extension cords, small hand tools, etc. are provided by the vendor but are not included in the Schedules above. The vendor shall be compensated for these items by application of a small tool charge in

the amount of three percent (3%) of total labor billings.

Items such as, shovels, ladders, demolition carts, extension cords, small hand tools, &c. provided by the vendor are not included in the Schedules above. The vendor shall be compensated for these items by application of a small tool charge in the amount of three percent (3%) of total labor billings.

A. Subcontract Services

The compensation paid the vendor for laboratory services, testing services, and any other services which are not identified in Sections IV or V above or performed by individuals billed to the customer in accordance with Section I above, but are subcontracted by the vendor, shall be the vendor 's cost for such subcontract service plus a percentage of the vendor's markup on such costs. The percentage is to be determined in advance of activating the contract or purchase order and performing the work.

B. Travel, Lodging and Per Diem

The vendor shall be compensated for travel, lodging and per diem expenses for vendor employees assigned to the work on the basis of the vendor's cost for such items plus a percentage of the vendor mark-up on such costs as noted above in Part VI.A.

C. Freight/Transportation and Other Charges

The vendor shall be compensated for costs incurred for the transportation of equipment, supplies and materials to and from the site of work and for other job related charges not listed in the sections above on the basis of the vendor 's cost for such charges plus a percentage of the vendor mark-up on such costs as noted above in Part VI.A.

D. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work. The vendor shall be compensated for all costs incurred which are described above on the basis of the vendor 's actual costs incurred for such items.

Prepared by Robert E. Schnare, Co-Chair of the FLICC Preservation & Binding Working Group
November 8, 2002.

Edited by Gretchen Kaminski, Susan Fugate, Daniel Lech, and Walter Cybulski, members of the FLICC Preservation & Digitization Working Group. Information on the working group can be found at <http://www.loc.gov/flicc/about/FLICC%20WGs/preservation.html>. For information, contact Anne Harrison, FLICC/FEDLINK Network Program Specialist, 202-707-4834; anha@loc.gov.