

Disaster Recovery Contract

This is a draft of a proposed **Disaster Recovery Contract** that the FLICC Preservation & Bindery Working Group has developed for Federal Agencies, especially, Federal Libraries and Archives. A **Disaster Recovery Contract** is usually not in place at the time a disaster occurs, and will have to be instituted on an emergency basis after a disaster has occurred. The affected Federal Agency will have to work with their Procurement Office to put such a contract into place.

What follow are recommendations that should be in a Disaster Recovery Contract and what should be expected from a credible recovery firm.

The most critical part of the contract is developing a **SCOPE OF WORK** that describes the services to be preformed. The nature of the work to be preformed will have to be written in order to place the contract. The **SCOPE OF WORK** should be written using an institution's existing Disaster Preparedness Plan. The **SCOPE OF WORK** will have to be flexible, as the initial assessment of the disaster will often not reveal the full extent of the damage to the facility or to the collections. A major factor that must be considered is **SECURITY**. 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 security 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. Another important consideration is the **TERMS of the CONTRACT**. The contract must start on a specific date and continue until the services have been rendered and the work described in the **SCOPE OF WORK** is completed. A third consideration is **PRICE**. This will have to be negotiated between the vendor, librarian/archivist and the procurement office. The vendor will have a rate schedule for standard items and the ability to obtain needed equipment at a cost plus price. It is vital to place 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 PLACED, (WITHIN 24 to 48 HOURS), THE MORE LIKELY THAT THE FACILITY CAN BE STABILIZED AND THE DISASTER RECOVERY OF COLLECTIONS STARTED. THE LONGER THE WAIT----THE HIGHER THE RECOVERY COST AND THE LESS CHANCE THAT RECOVERY EFFORTS WILL BE SUCCESSFUL.

Remember, that once the requirements are stated in the **SCOPE OF WORK** 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/Archives must have input into the selection process.

This document deals primarily with the recovery of the site and the collections. For information on a sample Disaster Recovery Planning document for a Business Resumption Plan see the

University of Toronto website at <http://www.utoronto.ca/security/drp.htm>. It is an example of this type of a plan. **(Other plans will be added)**

Some of the items you need to consider when writing the **SCOPE OF WORK** are described below.

Contract and Performance Specifications

Vendor Qualifications

Have the facilities, experience, qualifications, and expertise to provide professional advice and packing, freezing, and drying services to Federal Agencies affected by a disaster. Other services will include air treatment, smoke neutralization, sanitization, deodorization and the treatment and removal of mold. The recovery of damaged technology is another facet that must be considered.

Provide freezer and/or drying trucks, packing supplies, and personnel to assist Federal Agencies that have been affected by a disaster that is beyond their capability of handling.

Have systematic procedures and policies in place for the removal of library materials from a disaster-struck Federal Agency to ensure that all the materials have been identified, inventoried, and kept in as much order as possible given the situation in the Federal Agency.

Have the capacity to freeze large quantities of library materials if the quantity to be dried is too large for the current drying capacity of the firm due either to the current available space or the amount of the material.

Have the facilities and expertise to dry varying amounts of materials of varying degrees of humidity and to remove mold and decontaminate materials when necessary.

Have drying policies and procedures in place to determine when the materials have reached normal equilibrium. Ensure that all materials are completely dry.

When appropriate, have the capability, and/or arrangements, for cleaning the materials after they have been dried

Be capable of returning the materials to the affected Federal Agency in order, in appropriate boxes, etc., and in as usable a form as possible considering the degree of the disaster.

Required Services

Respond to a disaster scene within 24 hours of being called by the Federal Agency or designated preservation site. Provide the most practical and efficient options for the salvage, recovery and rehabilitation of the collections, whether this means packing, freezing, and vacuum-freeze drying; packing, freezing, and drying at another facility; drying the materials and building in place; or other options.

Freeze and completely dry the library and/or archival materials affected by a disaster and return these materials to the Federal Agency in usable form when completed.

During the drying process constantly monitor and manipulate the materials to ensure that they are completely dried and not stuck together.

Under the direction of Federal Agency staff or designated preservation professional, provide advice to affected libraries/archives, on their damaged materials.

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

A. Equipment Rental The 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
Dehumidifiers
Distribution Panel
EDP - Tool Set
EDP - High Pressure Sprayer
EDP - Instrument Drying Oven
Foamer
Fogger - Spray Mist
Fogger - Thermo-Gen
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
HVAC - Duct Sweeper
Hygrothermograph - Recording
Injectidry
Interseptor

Lambrite - Dry Clean Machine
Lights - Quartz Demolition
Micromanometer
Micromanometer - Recording
Moisture Meter - Penetrating or Non-Penetrating
Negative Air Machine
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
Steamtic 8100E Extraction System
Steamatic TMU Extraction System
Termohyrometer
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 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 (20%) twenty percent mark up.

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 twenty percent (20%).

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
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 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
Paper - Corrugated
Paper - Craft
Pigmented Sealer
Polishing Pads
Polyester Filter Material
Polyethylene Bags - 3-6 mil
Polyethylene Sheeting
Pump - Barrel Syphon
Reodorant
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 will have proprietary products.

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.

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

- Moisture Saturation
- Degree of Char/Soot Residue
- Mold/Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors Include Debris, Sewage, Silt, and/or Hazardous Materials

The above rates represent the changes 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.

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
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and/or Time Constraints
- Other Contamination Factors

The above rates represent the 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.

A. Subcontract Services

The compensation paid the vendor for all services such as laboratory services, testing services, and 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 twenty percent (20%) the vendor mark-up on such costs.

B. Travel, Lodging and Per Diem

The vendor shall be compensated for costs incurred for travel, lodging and per diem costs for vendor employees assigned to the work on the basis of the vendor 's cost for such items plus twenty percent (20%) the vendor mark-up on such costs.

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 twenty percent (20%) the vendor mark-up on such charges.

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 cost incurred for such items.

Prepared by Robert E. Schnare, Co-Chair of the FLICC Preservation & Binding Working Group
November 8, 2002. For information contact schnarer@nwc.navy.mil or call 401-841-2641.