

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

	DATE ISSUED:	<u>JULY 3, 2019</u>
THE OLSON GROUP, LTD	CURRENT REFERENCE NO:	<u>19-288-R</u>
ATTN: KYLE B OLSON, PRESIDENT		TO PROVIDE ARLINGTON COUNTY WITH AN EMERGENCY MANAGEMENT PROGRAM
300 N WASHINGTON STREET STE 600		
ALEXANDRIA, VA 22314	CONTRACT TITLE:	

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 3, 2019

EXPIRES: JUNE 30, 2020

RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

COMMODITY CODE(S): 99036

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT: 19-288-R

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: KYLE B. OLSON

VENDOR TEL NO.
(703)518-9982

EMAIL ADDRESS: KBOLSON@OLSONGROUPLTD.COM

COUNTY CONTACT: WILL FLAGLER

COUNTY TEL. NO.: (703) 228-3464

COUNTY CONTACT EMAIL:

WFLAGLER@ARLINGTONVA.US

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 19-288-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between The Olson Group, Ltd, ("Contractor"), a Virginia corporation with a place of business at having its principal place of business at 300 N. Washington St. Suite 600, Alexandria, VA 22314 A Limited Company Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A, Contract No. VDEM 127:19-006 with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by **Virginia Department of Emergency Management**, and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the City of North Chesterfield Virginia, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase the **Virginia Department of Emergency Management**, wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 9, 2020 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if the **Virginia Department of Emergency Management** renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract with four (4) optional one (1) year renewals. All order and related documents shall survive the period of performance stated in this section until all orders executed prior to the expiration date of the Contract, ("Subsequent Contract Term"). However, if the **Virginia Department of Emergency Management**, does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the **Virginia Department of Emergency Management**, contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, the pricing structure set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide Arlington County's Emergency Management program with training and exercise consultation and development for emergency management capabilities that support the relationship and requirements between the VDEM and local agencies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail,

postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Kyle B. Olson, President
The Olson Group, Ltd.
300 N. Washington St, Suite 600
Alexandria, VA 22314
Phone: (703) 518-9982
Email: kbolson@olsongroupltd.com

Contact Information for the Department

Will Flagler
Public Safety Communications & Emergency Management
Arlington County Government
2100 Clarendon Boulevard,
Arlington, Virginia 22201
Phone: (703) 228-3464
Email: wflagler@arlingtonva.us

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Sharon Lewis
Email: slewis1@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers

authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

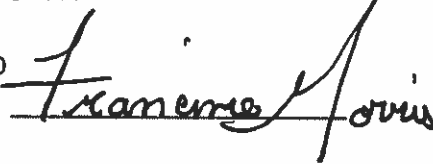
21. COUNTERPARTS

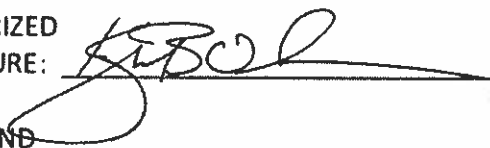
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

THE OLSON GROUP, LTD.

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: FRANCINE MORRIS
TITLE: PROCUREMENT OFFICER

NAME AND TITLE: Kyle B. Olson, President

DATE: July 5, 2019

DATE: July 3, 2019



COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT
10501 Trade Court, North Chesterfield, VA 23236

CONTRACT VDEM 127:19-006
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
THE OLSON GROUP, Ltd

1. SCOPE OF CONTRACT

This is a Contract between the Virginia Department of Emergency Management, acting as an agent of the Commonwealth of Virginia ("Commonwealth" or "Virginia Department of Emergency Management" or "VDEM") and The Olson Group, Ltd, (the "Contractor" or "The Olson Group, Ltd,"), a Virginia corporation having its principal place of business at 300 N. Washington St, Suite 600, Alexandria, VA, 22314 to provide Homeland Security Exercise and Evaluation Program (HSEEP) needs at VDEM's Virginia Department of Emergency Management's Training Education, and Exercise Division (TEED) pursuant to the Commonwealth's Request for Proposals(RFP) 127:19-006, issued November 5, 2018 (the "RFP"), and the Contractor's Proposal dated September 11, 2018, in response thereto.

2. INTERPRETATION OF THE CONTRACT

As used in this Contract, "product" and "deliverables" shall include all related materials and documentation developed and provided in the performance of the Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract and their order of precedence in case of conflict are: (1) this Contract, consisting of terms and conditions included herein, including all attachments hereto; (2) all executed orders and attachments referencing the Contract; (3) the RFP 127:19-006; and (4) the Contractor's Proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

No provisions, terms or conditions of this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. **AUTHORIZED USERS:** This Contract is the result of a competitive solicitation and its use is optional for the Virginia Department of Emergency Management (VDEM). Further, this Contract is not available for other public bodies and entities.
4. **TERM:** The Contract shall be effective from June 10, 2019, through June 9, 2020, with four (4) optional one (1) year renewals. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.
5. **VENDOR'S MANUAL:** This Contract is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendor's Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendor's Manual" on the vendors tab.
6. **APPLICABLE AND COURTS:** The solicitation and this or any other resulting Contract(s) shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
7. **ANTI-DISCRIMINATION:** By submitting their Proposals, offeror certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole Contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

10. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number;

social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to

pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
12. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
13. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
14. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying

with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

15. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

16. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§

2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

17. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 18. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or

offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

19. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

20. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

21. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be

authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

22. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
23. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting Contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
24. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) purchase order with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

25. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively the "financial deal") applicable to purchase under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full

compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with the Contractor.

- 26. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Homeland Security Exercise and Evaluation Program (HSEEP) category of the PPI-U section of the Producer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- 27. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products to be used in conjunction with any contract issued from this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the offeror, by submitting his proposal, certifies and warrants that the items or products to be used or stored onsite under this contract shall be properly labeled as required by the foregoing sections and that by delivering or using the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

- 28. PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Homeland Security Exercise and Evaluation Program (HSEEP) No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

29. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

30. CONTINUITY OF SERVICES:

a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b.) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c.) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

31. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- 32. AUTHORIZED REPRESENTATIVES:** This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Sonja L. McLaughlin, Senior Procurement Officer
10501 Trade Court
North Chesterfield, VA 23236
Tel: 804-897-9735
Email: sonja.mclaughlin@vdem.virginia.gov

The Olson Group, Ltd.

Kyle B. Olson
300 N. Washington St, Suite 600
Alexandria, VA, 22314
Tel: 703-651-6199
Email: kbolson@olsongroupltd.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

- 33. EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms or conditions. Any documents signed by persons other than the State Coordinator, VDEM Procurement, or their authorized designee shall have no validity or effect upon the Contract.
- 34. COMPLIANCE WITH ALL LAWS:** Contractor shall comply with all federal, state, and local statues, ordinances, and regulations now in effect, or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. The Contractor agrees that he is as fully responsible for the acts and omissions of this subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 35. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 36. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

37. LOBBYING AND INTEGRITY: Contractors are cautioned that communications regarding this Contract with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the Commonwealth, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Commonwealth officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone a gratuity for the benefit of, or at the direction or request of, any Commonwealth officer or employee.

38. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:

- A. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or employees, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of substantial violation of any provision of the contract, then the owner may terminate the contract.
- B. Prior to termination of the contract, the owner shall give the contractor, and his surety if applicable, ten (10) calendar days written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.
- C. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety, if applicable, by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- D. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any

further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.

- E. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.
- F. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.

39. TERMINATION BY OWNER FOR CONVENIENCE:

A. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the site all of its labor forces and such of its materials as owner elects not to purchase or assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract,
- (2) Amounts due for work performed subsequent to the latest invoice submitted by the contractor through the date of termination
- (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the forgoing, owner shall have no further obligations to the contractor of any nature.

B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds (if applicable).

40. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL LAWS

A. EQUAL EMPLOYMENT OPPORTUNITY

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 notices 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 the 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.

B. 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 of the Contractor and any Subcontractor responsible therefore 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 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 Virginia Department of Emergency Management (VDEM) 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.

C. COMPLIANCE WITH THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- (1) Clean Air Act
 - a. 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.

- b. The Contractor agrees to report each violation to VDEM and understands and agrees that VDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), the appropriate Environmental Protection Agency Regional Office, and any additional interested parties as required.
 - c. 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.
- (2) Federal Water Pollution Control Act
- a. 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.
 - b. The Contractor agrees to report each violation to VDEM and understands and agrees that VDEM will, in turn, report each violation as required to assure notification to VDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.
 - c. 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.

D. DEBARMENT AND SUSPENSION

- (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 VDEM. 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 VDEM, 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.

E. PROCUREMENT OF RECOVERED MATERIALS

- (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:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

F. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide VDEM, 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.

G. 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.

H. 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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. NO OBLIGATION BY 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.

J. PROGRAM 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.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

THE OLSON GROUP, LTD.


BY: 

NAME: Kyle B. Olson
(PRINTED)

TITLE: President

DATE: June 13, 2019


COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF EMERGENCY
MANAGEMENT

BY: 

NAME: Sonja L. McLaughlin, VCO, VCA
(PRINTED)

TITLE: Senior Procurement Officer

DATE: 6/13/19

BY: 

NAME: Heather T. Payne, VCM, VCO, VCA
(PRINTED)

TITLE: Director of Procurement

DATE: 06/19/2019

5. TAB #5 – COST (RFP SECTION V.C. TAB #5)

5.1 ALL-INCLUSIVE COST BREAKDOWN

Pricing Structure

The Olson Group, Ltd. is pleased to offer a pricing solution for the services specified in the RFP, which assures VDEM and the exercise owners across the Commonwealth of a fixed price for the baseline elements requested while allowing the flexibility to meet additional requirements in response to changing conditions or requirements by the agencies or jurisdictions utilizing the contract. You should note that these prices are at similar levels as we proposed in 2013 and have been using for the past 4-5 years.

OGL’s proposed Firm Fixed Prices for Discussion and Operations-based exercises are based on our experience in the design, conduct and evaluation of similar exercises in Virginia as well as throughout the Middle Atlantic Region. These prices include all labor, travel, per diem, printing, media development and other costs as presented in the RFP for baseline services.

Our pricing assumes a baseline level of effort by our exercise staff during the planning, conduct and evaluation stages of the exercise process. Our assessment is that for virtually all Discussion-based exercises, the baseline level of effort will be sufficient to deliver a high quality exercise for up to 50 (if not more) participants. Immediately below, we present a breakout of all costs associated with development, conduct and evaluation of a typical discussion-based exercise and an operations-based exercise. The completed Pricing Structure matrix provided under Addendum No. 5 is also provided below.

TYPICAL 6-HOUR DISCUSSION-BASED EXERCISE BUDGET BREAKOUT		
Labor	220 Hours @ \$105.08	\$23,118
Travel & Per Diem	\$5,370	\$5,370
Printed Materials • Handbooks • Evaluator Guides • Meeting Materials • After-Action Report	\$456	\$456
Total		\$28,944

The Operations-based pricing is more subject to the addition of optional requirements; this is a function of full-scale or functional exercises that could involve multiple venues or extended play. We feel that the baseline level of effort will be adequate to cover all requirements in most exercises, and we will strive to hold the line.

TYPICAL OPERATIONS-BASED EXERCISE BUDGET BREAKOUT		
Labor	550 Hours @ \$105.08	\$57,794
Travel & Per Diem	\$6,073	\$6,073
Printed Materials <ul style="list-style-type: none"> • Handbooks • Evaluator Guides • Meeting Materials • After-Action Report 	\$753	\$753
Total		\$64,620

To meet additional requirements, the Commonwealth has asked us to include *a la carte* pricing that includes hourly labor rates for specific positions by Region and for daily travel costs for the specific position outlined on the a la carte menu. We present that data on the following pages. In all instances, we have provided hourly rates for each a la carte position, and estimated travel costs per person, per day. But please bear in mind that travel costs will vary depending on the actual location of each exercise within that region.

However, when using personnel who are based in or near one of these regions, we will default in our a la carte budget to a lower pricing tier to reflect their actual travel. Presently, we have staff that live in Regions 2, 3, 4 and 5 so if work is being performed in these regions, some travel costs may be reduced.

The prices offered shall be fixed and binding on OGL through the first base period of the contract. OGL proposes a 2% Cost of Living Adjustment on the pricing for each of the Option Years.

ATTACHMENT C - Proposed Pricing Structure –
(See Section V., C., Tab #5 - Cost)

Exercise Type	Exercise Development Cost Baseline Assumptions	A la Carte Exercise Conduct Staffing
Discussion Based Exercise <ul style="list-style-type: none"> • Seminar • Workshop • Tabletop 	Cost of discussion-based exercise development: (Cost of exercise development and planning meeting attendance only. Conduct staffing will be priced in a la carte section). 3 hour exercise: <u>\$19,100.00**</u> 6 hour exercise: <u>\$20,081.00**</u> 8 hour exercise: <u>\$21,190.00**</u>	Please provide hourly rates for these positions in the chart on the following page: Lead/Co-Facilitator Table Facilitator Lead Evaluator Evaluator Table Scribe Registration Table Staff

** Assumptions for discussion-based exercise:

- Price includes everything except conduct costs & conduct staffing
- Includes After Action Report (AAR) development

- Includes travel for all planning meeting and After Action Meeting (AAM)
- Includes costs for development of exercise materials
- Assumes 4 planning meetings (C&O, IPM, FPM, AAM)

Exercise Type	Exercise Development Cost Baseline Assumptions	A la Carte Exercise Conduct Staffing
Operations Based Exercise (Eight Hour Minimum) <ul style="list-style-type: none"> • Drill • Functional • Full-Scale (baseline costs may be combined for a single, large venue FSE) 	Cost of operations-based exercise development: (Cost of exercise development and planning meeting attendance only. Conduct staffing will be priced in a la carte section). 3 hour exercise: <u>\$52,750.00**</u> 6 hour exercise: <u>\$53,727.00**</u> 8 hour exercise: <u>\$54,707.00**</u> 16 hour exercise: <u>\$59,207.00**</u>	Please provide hourly rates for these positions in the chart on the following page: Lead/Senior Controller Controller Lead Evaluator Evaluator Simcell Lead Controller Simulator Registration Table Staff

** Assumptions for operations-based exercise:

- Includes all discussion-based exercise assumptions
- Includes 5 planning meetings (C&O, IPM, MPM/MSEL, FPM, AAM)
- Combine MSEL meeting with MPM

Discussion-Based Exercise		
<i>*Will vary depending on actual location of exercise within each region</i>		
A La Carte Menu	Hourly Pricing for this Position by Region	* Daily Travel Costs for this Position by Region (Per person, per day)
Lead/Co-Facilitator	Region 1= \$119.42	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$119.42	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$119.42	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$119.42	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$119.42	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$119.42	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$119.42	Region 7= \$ 45.00*Mileage
Table Facilitator	Region 1= \$112.26	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$112.26	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$112.26	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$112.26	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$112.26	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$112.26	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$112.26	Region 7= \$ 45.00*Mileage
Lead Evaluator	Region 1= \$119.42	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$119.42	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$119.42	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$119.42	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$119.42	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$119.42	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$119.42	Region 7= \$ 45.00*Mileage
Evaluator	Region 1= \$90.74	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$90.74	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$90.74	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$90.74	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$90.74	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$90.74	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$90.74	Region 7= \$ 45.00*Mileage

Discussion-Based Exercise		
<i>*Will vary depending on actual location of exercise within each region</i>		
A La Carte Menu	Hourly Pricing for this Position by Region	* Daily Travel Costs for this Position by Region (Per person, per day)
Table Scribe	Region 1= \$83.62	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$83.62	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$83.62	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$83.62	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$83.62	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$83.62	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$83.62	Region 7= \$ 45.00*Mileage
Registration Staff	Region 1= \$66.79	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$66.79	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$66.79	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$66.79	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$66.79	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$66.79	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$66.79	Region 7= \$ 45.00*Mileage
Subject Matter Expert	Region 1= \$189.33	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$189.33	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$189.33	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$189.33	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$189.33	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$189.33	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$189.33	Region 7= \$ 45.00*Mileage

Footnote for travel:

**Presently we have staff that live in Regions 2, 3, 4, 5 & 7, so if work is performed in these regions, some travel costs may be reduced.

Operations-Based Exercise		
<i>*Will vary depending on actual location of exercise within each region</i>		
A La Carte Menu	Hourly Pricing for this Position by Region	* Daily Travel Costs for this Position by Region (Per person, per day)
Lead/Senior Controller	Region 1= \$119.42	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$119.42	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$119.42	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$119.42	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$119.42	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$119.42	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$119.42	Region 7= \$ 45.00*Mileage
Controller	Region 1= \$90.74	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$90.74	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$90.74	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$90.74	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$90.74	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$90.74	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$90.74	Region 7= \$ 45.00*Mileage
Simcell Lead Controller	Region 1= \$119.42	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$119.42	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$119.42	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$119.42	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$119.42	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$119.42	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$119.42	Region 7= \$ 45.00*Mileage
Lead Evaluator	Region 1= \$119.42	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$119.42	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$119.42	Region 3= \$384.00*Lodging/Mileage/PerDiem

Operations-Based Exercise		
<i>*Will vary depending on actual location of exercise within each region</i>		
A La Carte Menu	Hourly Pricing for this Position by Region	* Daily Travel Costs for this Position by Region (Per person, per day)
	Region 4= \$119.42	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$119.42	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$119.42	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$119.42	Region 7= \$ 45.00*Mileage
Evaluator	Region 1= \$90.74	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$90.74	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$90.74	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$90.74	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$90.74	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$90.74	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$90.74	Region 7= \$ 45.00*Mileage
Registration Staff	Region 1= \$66.79	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$66.79	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$66.79	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$66.79	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$66.79	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$66.79	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$66.79	Region 7= \$ 45.00*Mileage
Simulator	Region 1= \$83.62	Region 1= \$216.00*Mileage/PerDiem
	Region 2= \$83.62	Region 2= \$160.00*Mileage/PerDiem
	Region 3= \$83.62	Region 3= \$384.00*Lodging/Mileage/PerDiem
	Region 4= \$83.62	Region 4= \$503.00*Lodging/Mileage/PerDiem
	Region 5= \$83.62	Region 5= \$401.00*Lodging/Mileage/PerDiem
	Region 6= \$83.62	Region 6= \$445.00*Lodging/Mileage/PerDiem
	Region 7= \$83.62	Region 7= \$ 45.00*Mileage

Footnote for travel:

**Presently we have staff that live in Regions 2, 3, 4, 5 & 7, so if work is performed in these regions, some travel costs may be reduced.

Proposed Invoicing Plan

The RFP directs that the Contracting Agency and/or Authorized User(s) be invoiced for services under this contract using this vehicle to obtain services. Because each exercise under this contract will be a unique activity, and will be delivered on a fixed price basis, in the interests of simplicity OGL proposes to invoice them monthly utilizing a benchmark-based billing structure tied to the development, conduct and documentation of the actual exercise.

Regardless of the exercise, each will have certain elements in common: planning meetings, conduct, and the After-Action and improvement plan process. These constitute clearly defined benchmarks. We propose to apply the following percentage cost allocation to each phase in the exercise process as a basis for billing:

BENCHMARK-BASED BILLING STRUCTURE	
BENCHMARK	BILLING PERCENTAGE
Concept & Objectives Meeting	15% of Firm Fixed Price
Initial Planning Meeting	15% of Firm Fixed Price
Final Planning Meeting	15% of Firm Fixed Price
Exercise Conduct	35% of Firm Fixed Price + A la Carte Costs

After-Action Report/Improvement Plan Delivery	20% of Firm Fixed Price
*A la carte costs are to be defined by the contracting party during the contracting and exercise planning process.	

In practical terms, for a monthly billing cycle, this means OGL could potentially invoice for two elements in the same month (e.g., the Final Planning Meeting and the Exercise Conduct occur on the 15th and 30th of April) or might not invoice for a project at all during a billing period if none of the benchmarks fall into that particular month.

Another invoicing option is that OGL can bill the Contracting Agency and/or Authorized User(s) on a deliverable basis, using the above percentages for each benchmark. For this method, the invoice would come due upon completion of the benchmark and any required deliverables tied to that benchmark.

A third option would be to invoice on a simple monthly billing cycle based on the total cost of the task order divided by the length of time (in months) of the task order. The invoicing method chosen (either monthly, by deliverable, or benchmark-based billing) and time frame for invoicing would be the decision of the Contracting Agency and/or Authorized User(s) and would be discussed and decided upon at the exercise kick-off meeting.

	C&O	IPM	FPM	Conduct	Other Costs*	AAR/IP Delivered	Total Cost (Year One)
Discussion-Based Exercise	\$4,275	\$4,275	\$4,275	\$9,975	\$0*	\$5,700	\$28,500
Operations-Based Exercise	\$10,425	\$10,425	\$10,425	\$24,325	\$0*	\$13,900	\$69,500

5.3 SMALL BUSINESS SUBCONTRACTING PLAN (ATTACHMENT A)

The Olson Group, Ltd. is a Virginia-based SWaM small business, and in reflecting our commitment to the engagement of other small and disadvantaged businesses in support of Commonwealth-funded programs, OGL has included on our team Perses Consulting, LLC, a Virginia-based, woman-owned small business specializing in emergency management and homeland security-related planning, training and exercise services. Therefore it is anticipated that nearly 100% of the work from all task orders being performed under this contract will be completed by a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM small business.

The Small Business Subcontracting Plan (Attachment A) is located in Tab #1, with the other VDEM required documents and Forms.

No invoice shall include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Description of the services provided
2. Invoice number
3. Invoice date
4. Charges
5. Contract Number
6. Purchase Order Number
7. Authorizing party, if billing for Staff Augmentation Cleaning

B. Methods of Payment

1. Payment will be made within thirty (30) days of receipt of goods and/or services and a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoices address designated in any purchase order issued by VDEM in accordance with invoice mailing instructions therein.
2. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, Contract shall accept payment by the Commonwealth's Gold Card if the Gold Card is offered for payment.
3. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between VDEM and the Contractor.

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V. VDEM POINTS OF CONTACT

Contract Administration/Compliance

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Contract Information

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VI. CONTRACTOR POINTS OF CONTACT

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Wendy Shane

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