

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

CONTRACT RENEWAL

TO: The Olson Group, LTD	ORIGINAL DATE ISSUED:	July 6, 2019
300 North Washington Street	CONTRACT NO:	19-288-R
Suite 600	CONTRACT TITLE:	Emergency Mgmt. Consulting
Alexandria, Virginia		

THIS IS A NOTICE OF RENEWAL 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 the Commonwealth of Virginia Contract #VDEM-127-09252015 and Arlington County AGREEMENT No.19-288-5 including any attachments or amendments thereto.

EFFECTIVE DATE: 12-01-2020
EXPIRES: 05-31-2021
RENEWALOne
COMMODIT CODE:

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
EMAIL ADDRESS: kbolson@olson@olsongrouppltd.com

Vendor Telephone No. 703-518-9982

COUTY CONTACT: Igor Scherbakov
EMAIL ADDRESS: ischerbakov@arlingtonva.us

County Telephone No. 703-228-0709

COUNTY AUTHORIZATION
The County Board of Arlington, County Virginia

CONTRACTOR

PRINT: Shirley Diamond
TITLE: Procurement Officer

PRINT: Kyle B. Olson
TITLE: President

Signature: *shirleydiamond*

Signature: *[Handwritten Signature]*

DATE: 10-13-20

DATE: 10/13/2020

JEFFREY D. STERN, Ph.D.
State Coordinator

CURTIS C. BROWN
Chief Deputy State Coordinator/
Chief Diversity and Inclusion Officer



JOHN NORTHON
Deputy State Coordinator – Disaster Services

ANDRES ALVAREZ
Deputy State Coordinator – Mission Support

COMMONWEALTH of VIRGINIA
Department of Emergency Management

10501 Trade Court
North Chesterfield, Virginia 23236-3713
Tel: (804) 897-8500 TDD (804) 874-2417 FAX (804) 897-8508

CONTRACT RENEWAL

Contract #: VDEM: 127-09252015-001-DBS

Issued By: Commonwealth of Virginia
Virginia Department of Emergency Management
10501 Trade Court
North Chesterfield, VA 23236

Contractor: The Olson Group, Ltd.
300 North Washington Street
Suite 600
Alexandria, VA 22314

Commodity: Emergency Management Consulting

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

This modification is to renew the contract for one year beginning December 1, 2019, through November 30, 2020, or award of a new contract, whichever comes first.

This modification also updates a Special Term and Condition for Additional Users and adds Additional Terms and Conditions – Contract Provisions for Non-Federal Entity Contracts Under Federal Laws:

“ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. Unless during a declared emergency, the contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification. If an agency or institution is able to provide documentation of a declared emergency, a vendor is able to, at their discretion, honor an order citing the resulting contract. The agency or institution shall notify VDEM within three (3) days of their use of the contract and VDEM will create the written contract modification to be signed by the contractor.”

“ADDITIONAL TERMS AND CONDITIONS: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL LAWS

EQUAL EMPLOYMENT OPPORTUNITY
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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.

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

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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.

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

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to 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.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

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

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.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352, as amended)

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

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:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - 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>.

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

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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.

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.

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.

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.

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."

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

THE OLSON GROUP, LTD.

By: 

Kyle B. Olson, President

Name and Title (Type or Print)

VIRGINIA DEPARTMENT OF EMERGENCY
MANAGEMENT:

By:  VEO, VEA

Sonja L. McLaughlin, Senior Procurement Officer

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CURTIS C. BROWN
State Coordinator of Emergency Management
and Chief Diversity & Inclusion Officer



JOHN NORTON
Deputy State Coordinator – Disaster Services

ANDRES ALVAREZ
Deputy State Coordinator – Mission Support

COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200
North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

CONTRACT EXTENSION

DATE: July 22, 2020

CONTRACT #: VDEM 127-09252015-001-DBS

ISSUED BY: Commonwealth of Virginia
Virginia Department of Emergency Management
9711 Farrar Court, Suite 200
North Chesterfield, VA 23236

CONTRACTOR: The Olson Group Ltd
300 N. Washington Suite 600
Alexandria, VA 22314

COMMODITY: Emergency Management Consulting

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

This Modification is to extend the contract for 6 months or until a new contract is established beginning December 1, 2020 through May 31, 2021.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

The Olson Group Ltd.

By: 

Kyle B. Olson, President 7/28/20
Name and Title (Type or Print) Date

Virginia Department of Emergency Management:

By: 

Sonja L. McLaughlin, Procurement Officer
Name and Title (Type or Print) Date