

EXHIBIT B

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: 127-08-0005

This contract entered into this 1st day of December 2008, by Beck Disaster Recovery (BDR) hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Emergency Management, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

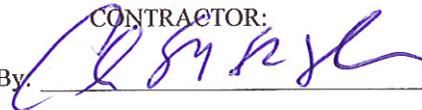
SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

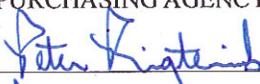
PERIOD OF PERFORMANCE: From December 1, 2008 through July 31, 2010, with three (3) one year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated May 23, 2008:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated June 27, 2008 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:  
By:   
Title: Charles M. McLendon, President  
Date: December 16, 2008

PURCHASING AGENCY:  
By:   
Title: Procurement Manager  
Date: 12/17/08

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



**PRICING SCHEDULE**

As requested by VDEM, the table below provides BDR proposed hourly rate pricing for the three labor categories specified by VDEM. In order to provide VDEM with a concept of the level of effort that may be required under a highly probable event scenario, BDR has provided Exhibit 1 which projects regional staffing requirements utilizing the cubic yard estimates derived by VDEM assuming a Category 2 hurricane / Damage to 50 percent of single family homes. At VDEM’s request, BDR is happy to provide additional staffing estimates based on alternative hurricane or damage scenarios. Please note that economies of scale may apply in larger debris-generating events and may result in costs savings (on a per cubic yard basis).

Labor Categories	Estimated Requirements	Per Hour Rate
Fixed Site Debris Monitors	See Exhibit 1	\$47.50
Field Debris Monitors	See Exhibit 1	\$44.50
Senior Technician/Field Supervisor/Emergency Operation Manager*	See Exhibit 1	\$75.00
Alternative to Blended Senior Technician/Field Supervisor/Emergency Operation Manager		
Senior Technician/ Field Supervisor	See Exhibit 1	\$65.00
Emergency Operation Manager	See Exhibit 1	\$135.00

\* The hourly rates charged by BDR for the personnel categories specified by VDEM for this line item are not similar. As an alternative to a weighted average rate of \$75 per hour, BDR is proposing to charge \$65 per hour for the Senior Technician/Field Supervisor position and \$135 per hour for the Emergency Operation Manager.

Name: Jon Hoyle

Company: Beck Disaster Recovery, Inc.

Telephone Number: (407) 803-5700

Signature: \_\_\_\_\_

Date: June 27, 2008

In addition to the three personnel categories specified by VDEM, BDR highly recommends that additional rate categories be considered by VDEM in order to allow for a broader range of services that are central and critical to a debris monitoring operation such as collection and disposal data management, debris management site permitting, GIS mapping/integration, debris contractor invoice reconciliation and general project management. Based on BDR’s previous disaster recovery experience, BDR strongly recommends that VDEM give consideration to the following positions and rates.

Labor Categories	Per Hour Rate	Position Description
Environmental Specialists	\$145	The Environmental Specialist has responsibility for the environmental permitting of debris sites, in addition to responding to spills and other environmental issues.
Data Manager	\$95	The Data Manager oversees the entering, tabulating and organization of collection and disposal data into FEMA-required formats. The Data Manager provides the applicant, debris contractors and FEMA with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.
GIS Analyst	\$65	The GIS Analyst is responsible for working with applicant representatives to prepare the maps necessary for coordinating the debris recovery effort. This may involve generating zone maps, identifying road types and segments and other areas of responsibility. Without properly developed maps, the collection and disposal process is inefficient and very difficult to report properly, putting full reimbursement at greater risk.
Billing/Invoice Analyst	\$65	The Billing/Invoice Analyst receives, processes and reconciles debris contractor invoices submitted to applicants for payment. Once an invoice is reconciled, the Billing/Invoice Analyst submits a payment recommendation to the applicant with the corresponding backup documentation necessary for reimbursement.
Load Ticket/Data Entry Clerk	\$35	Load Ticket/Data Entry Clerks enter load ticket and other data into BDR’s SQL relational database. Load Ticket/Data Entry Clerks also provide secondary review of data quality and attempt to resolve anomalies.
Project Coordinator	\$35	The primary responsibility of the Project Coordinator is to organize and maintain project data – including load tickets, truck certifications, leaner / hanger photographs, etc. Project Coordinators also assist the Emergency Operations Manager in resolving various operational issues on a daily basis (e.g. crew quits early and monitor needs to be reassigned, etc.).

**Exhibit 1 - Pricing Schedule Supplemental Information**

Region	Cubic Yard Estimate
1	3,191,823
2	1,634,779
3	1,921,211
4	1,257,146
5	5,166,530
6	1,978,990
7	6,406,083
<b>Total</b>	<b>21,556,562</b>

Category Hurricane	Damage Percent	Average CY per Load	Average Loads per Day	Average CY per Truck per Day	Operating Days	Trucks per Crew	Monitors per Crew	Field Supervisor/Monitor Ratio
2	50%	60	6	360	60	2.5	1	1/10

**Region 1**

Description	Days 1 -15	Days 16 - 30	Days 31 - 45	Days 46 - 60
Truck Count	250	200	100	83
Contractor Crews	100	80	40	33
Cubic Yards Collected	1,260,000	1,008,000	504,000	418,320
Load Tickets	21,000	16,800	8,400	6,972
Load Tickets Entry/Day	1400	1120	560	465

Description	Days 1 -15			Days 16 - 30			Days 31 - 45			Days 46 - 60		
	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours
Fixed Site Debris Monitor	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00
Field Debris Monitor	100	12.00	18,000.00	80	12.00	14,400.00	40	12.00	7,200.00	33	12.00	5,940.00
Senior Technician/Field Supervisor	10	12.00	1,800.00	8	12.00	1,440.00	4	12.00	720.00	4	12.00	720.00
Emergency Operation Manager	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	8.00	120.00
Environmental Specialist	1	0.50	7.50	1	0.00	0.00	1	0.00	0.00	1	0.50	7.50
Data Manager	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00
GIS Analyst	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50
Billing/Invoice Analyst	1	4.00	60.00	1	4.00	60.00	1	2.00	30.00	1	1.00	15.00
Load Ticket/Data Entry Clerk	4	8.00	480.00	3	8.00	360.00	1	8.00	120.00	1	8.00	120.00
Project Coordinator	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00

**Region 2**

Description	Days 1 -15	Days 16 - 30	Days 31 - 45	Days 46 - 60
Truck Count	100	100	75	50
Contractor Crews	40	40	30	20
Cubic Yards Collected	504,000	504,000	378,000	252,000
Load Tickets	8,400	8,400	6,300	4,200
Load Tickets Entry/Day	560	560	420	280

Description	Days 1 -15			Days 16 - 30			Days 31 - 45			Days 46 - 60		
	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours
Fixed Site Debris Monitor	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00
Field Debris Monitor	40	12.00	7,200.00	40	12.00	7,200.00	30	12.00	5,400.00	20	12.00	3,600.00
Senior Technician/Field Supervisor	4	12.00	720.00	4	12.00	720.00	3	12.00	540.00	2	12.00	360.00
Emergency Operation Manager	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	8.00	120.00
Environmental Specialist	1	0.50	7.50	1	0.00	0.00	1	0.00	0.00	1	0.50	7.50
Data Manager	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00
GIS Analyst	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50
Billing/Invoice Analyst	1	2.00	30.00	1	2.00	30.00	1	2.00	30.00	1	1.00	15.00
Load Ticket/Data Entry Clerk	1	10.00	150.00	1	10.00	150.00	1	8.00	120.00	1	6.00	90.00
Project Coordinator	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00

### Region 3

Description	Days 1 -15	Days 16 - 30	Days 31 - 45	Days 46 - 60
Truck Count	125	125	100	31
Contractor Crews	50	50	40	12
Cubic Yards Collected	630,000	630,000	504,000	156,240
Load Tickets	10,500	10,500	8,400	2,604
Load Tickets Entry/Day	700	700	560	174

Description	Days 1 -15			Days 16 - 30			Days 31 - 45			Days 46 - 60		
	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours
Fixed Site Debris Monitor	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00
Field Debris Monitor	50	12.00	9,000.00	50	12.00	9,000.00	40	12.00	7,200.00	12	12.00	2,160.00
Senior Technician/Field Supervisor	5	12.00	900.00	5	12.00	900.00	4	12.00	720.00	2	12.00	360.00
Emergency Operation Manager	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	8.00	120.00
Environmental Specialist	1	0.50	7.50	1	0.00	0.00	1	0.00	0.00	1	0.50	7.50
Data Manager	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00
GIS Analyst	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50
Billing/Invoice Analyst	1	3.00	45.00	1	3.00	45.00	1	2.00	30.00	1	0.50	7.50
Load Ticket/Data Entry Clerk	2	6.00	180.00	2	6.00	180.00	1	10.00	150.00	1	3.00	45.00
Project Coordinator	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00

### Region 4

Description	Days 1 -15	Days 16 - 30	Days 31 - 45	Days 46 - 60
Truck Count	100	75	50	25
Contractor Crews	40	30	20	10
Cubic Yards Collected	504,000	378,000	252,000	126,000
Load Tickets	8,400	6,300	4,200	2,100
Load Tickets Entry/Day	560	420	280	140

Description	Days 1 -15			Days 16 - 30			Days 31 - 45			Days 46 - 60		
	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours
Fixed Site Debris Monitor	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00
Field Debris Monitor	40	12.00	7,200.00	30	12.00	5,400.00	20	12.00	3,600.00	10	12.00	1,800.00
Senior Technician/Field Supervisor	4	12.00	720.00	3	12.00	540.00	2	12.00	360.00	1	12.00	180.00
Emergency Operation Manager	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	8.00	120.00
Environmental Specialist	1	0.50	7.50	1	0.00	0.00	1	0.00	0.00	1	0.50	7.50
Data Manager	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00
GIS Analyst	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50
Billing/Invoice Analyst	1	2.00	30.00	1	1.50	22.50	1	1.00	15.00	1	0.50	7.50
Load Ticket/Data Entry Clerk	1	10.00	150.00	1	8.00	120.00	1	6.00	90.00	1	3.00	45.00
Project Coordinator	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00

**Region 5**

Description	Days 1 -15	Days 16 - 30	Days 31 - 45	Days 46 - 60
Truck Count	400	300	250	75
Contractor Crews	160	120	100	30
Cubic Yards Collected	2,016,000	1,512,000	1,260,000	378,000
Load Tickets	33,600	25,200	21,000	6,300
Load Tickets Entry/Day	2240	1680	1,400	420

Description	Days 1 -15			Days 16 - 30			Days 31 - 45			Days 46 - 60		
	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours
Fixed Site Debris Monitor	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00
Field Debris Monitor	160	12.00	28,800.00	120	12.00	21,600.00	100	12.00	18,000.00	30	12.00	5,400.00
Senior Technician/Field Supervisor	16	12.00	2,880.00	12	12.00	2,160.00	10	12.00	1,800.00	3	12.00	540.00
Emergency Operation Manager	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	8.00	120.00
Environmental Specialist	1	0.50	7.50	1	0.00	0.00	1	0.00	0.00	1	0.50	7.50
Data Manager	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00
GIS Analyst	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50
Billing/Invoice Analyst	1	4.00	60.00	1	4.00	60.00	1	2.00	30.00	1	1.00	15.00
Load Ticket/Data Entry Clerk	6	8.00	720.00	4	8.00	480.00	4	8.00	480.00	1	8.00	120.00
Project Coordinator	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00

**Region 6**

Description	Days 1 -15	Days 16 - 30	Days 31 - 45	Days 46 - 60
Truck Count	125	125	100	43
Contractor Crews	50	50	40	17
Cubic Yards Collected	630,000	630,000	504,000	216,720
Load Tickets	10,500	10,500	8,400	3,612
Load Tickets Entry/Day	700	700	560	241

Description	Days 1 -15			Days 16 - 30			Days 31 - 45			Days 46 - 60		
	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours
Fixed Site Debris Monitor	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00
Field Debris Monitor	50	12.00	9,000.00	50	12.00	9,000.00	40	12.00	7,200.00	17	12.00	3,060.00
Senior Technician/Field Supervisor	5	12.00	900.00	5	12.00	900.00	4	12.00	720.00	2	12.00	360.00
Emergency Operation Manager	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	8.00	120.00
Environmental Specialist	1	0.50	7.50	1	0.00	0.00	1	0.00	0.00	1	0.50	7.50
Data Manager	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00
GIS Analyst	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50
Billing/Invoice Analyst	1	3.00	45.00	1	3.00	45.00	1	2.00	30.00	1	0.50	7.50
Load Ticket/Data Entry Clerk	2	8.00	240.00	2	8.00	240.00	1	10.00	150.00	1	5.00	75.00
Project Coordinator	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00

**Region 7**

Description	Days 1 -15	Days 16 - 30	Days 31 - 45	Days 46 - 60
Truck Count	450	400	350	71
Contractor Crews	180	160	140	28
Cubic Yards Collected	2,268,000	2,016,000	1,764,000	357,840
Load Tickets	37,800	33,600	29,400	5,964
Load Tickets Entry/Day	2520	2240	1,960	398

Description	Days 1 -15			Days 16 - 30			Days 31 - 45			Days 46 - 60		
	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours	Quantity	Hours/Day	Hours
Fixed Site Debris Monitor	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00	6	12.00	1,080.00
Field Debris Monitor	180	12.00	32,400.00	160	12.00	28,800.00	140	12.00	25,200.00	28	12.00	5,040.00
Senior Technician/Field Supervisor	18	12.00	3,240.00	16	12.00	2,880.00	14	12.00	2,520.00	3	12.00	540.00
Emergency Operation Manager	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00
Environmental Specialist	1	0.50	7.50	1	0.00	0.00	1	0.00	0.00	1	0.50	7.50
Data Manager	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00	1	1.00	15.00
GIS Analyst	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50	1	0.50	7.50
Billing/Invoice Analyst	1	4.00	60.00	1	4.00	60.00	1	2.00	30.00	1	1.00	15.00
Load Ticket/Data Entry Clerk	6	8.00	720.00	6	8.00	720.00	5	8.00	600.00	1	8.00	120.00
Project Coordinator	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00	1	12.00	180.00

Form D Totals*	Estimated Staff	Estimated Requirements	Standard Hourly Rate	Price for Evaluation
Fixed Site Debris Monitor	42.00	30,240.00	\$47.50	\$1,436,400.00
Field Debris Monitor	427.50	307,800.00	\$44.50	\$13,697,100.00
Senior Technician/Field Supervisor	43.25	31,140.00	\$65.00	\$2,024,100.00
Emergency Operation Manager	7.00	4,680.00	\$125.00	\$585,000.00
Environmental Specialist	1.00	105.00	\$145.00	\$15,225.00
Data Manager	1.00	420.00	\$95.00	\$39,900.00
GIS Analyst	1.00	210.00	\$65.00	\$13,650.00
Billing/Invoice Analyst	3.00	930.00	\$65.00	\$60,450.00
Load Ticket/Data Entry Clerk	15.50	7,215.00	\$35.00	\$252,525.00
Project Coordinator	7.00	5,040.00	\$35.00	\$176,400.00

\*This represents a weighted average of BDR staff required over a 60 day debris removal operation in response to a Category 2 Hurricane that damages 50% of the total single family homes in Virginia

\*Estimated Requirements represents the approximate project hours needed by Estimated Staff during the course of the debris removal operation

\*Assumptions

- County is uniformly affected by the Category 2 storm
- 50% of the homes in Virginia are damaged by the Category 2 storm
- 2.5 trucks per crew on average due to tandem trucks, multiple trucks operating at the same location, etc.
- Trucks can haul up to 6 loads per day
- 1 Debris Monitor Supervisor can effectively supervise up to 10 Load Site Monitors
- On average, 1 Load Ticket/Data Entry Clerk can QA/QC and enter 50 ticket per hour

**NOTE FOR END USERS OF THESE CONTRACTS INCLUDING CONTACT INFORMATION FOR EACH CONTRACTOR**

Note: FEMA staff makes the final determination on the reasonableness of a cost. FEMA defines a cost as reasonable if, "in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In other words, a reasonable cost is a cost that is both fair and equitable for the type of work being performed. Reasonable costs can be established through the use of historical documentation for similar work; average costs for similar work in the area; published unit costs from national cost estimating databases; and FEMA cost codes, equipment rates, and engineering and design services curves." (For more information please refer to the FEMA Public Assistance Guide - FEMA 322/June 2007, page 40) Although these contracts were competitively bid and complied with all applicable procurement policies, localities and state agencies who utilize these contracts are encouraged to survey the pricing being paid by other agencies and jurisdictions in their region that are doing similar work, to ensure their costs are fair and equitable for the type of work being performed.

**VENDOR CONTACT INFORMATION**

1. ~~Beck Disaster Recovery, Inc.~~ Science Applications International Corporation (SAIC),  
the successor in interest to Beck Disaster Recovery, Inc.  
~~800 North Magnolia Avenue, Suite 400~~ 2301 Lucien Way, Suite 120  
~~Orlando, FL 32803~~ Maitland, FL 32751  
Contact Person: ~~Jon Hoyle, Vice President~~ Jonathan Burgiel, President | Betty Kamara, Contract Administrator  
~~(407) 803-5700~~ 321-441-8500 | 407.803.2551  
~~jhoyle@BeckDR.com~~ jonathan.j.burgiel@saic.com | betty.v.kamara@saic.com
2. The Louis Berger Group, Inc.  
801 East Main Street, Suite 500  
Richmond, VA 23219  
Contact Person: Mike Kirk, Director of Virginia Operations  
(804) 228-4309  
mlkirk@louisberger.com
3. Solid Resources, Inc.  
2201 Cantu Court, Suite 119  
Sarasota, FL 34232  
Contact Person: Gary Stankovich, President  
(941) 379-8100  
gstankovich@solid-resources.com

**FOR PROPOSAL (RFP)**

Issue Date: May 23, 2008

RFP# 127-08-0005

Title: **MONITORING DEBRIS & REMOVAL SERVICES FOR EMERGENCY SITUATIONS**

Commodity Code: 91200

Issuing Agency:

Commonwealth of Virginia  
Virginia Department of Emergency Management  
10501 Trade Court  
Richmond, VA 23236-3713

Authorized Contract Users: Virginia Department of Emergency Management, State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards, Cities, Counties and other entities are authorized to use this contract in accordance with the Code of Virginia.

Initial Period of Contract: From August 1, 2008 or a mutually agreed upon start date through July 31, 2010, with three (3) one year renewal options.

Sealed Proposals Will Be Received Until 3:00, June 30, 2008 For Furnishing The Goods/Services Described Herein

All Inquiries For Information Should Be Directed To: Peter Rigterink, VDEM Procurement Manager at: [peter.rigterink@vdem.virginia.gov](mailto:peter.rigterink@vdem.virginia.gov) and may not be received later than ten days prior to the proposal opening date/time.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:** Peter Rigterink, Procurement Manager's Office Virginia Department of Emergency Management, 10501 Trade Court, Richmond, VA 23236-3713

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

_____	Date: _____
_____	By: _____ (Signature In Ink)
_____	Name: _____ (Please Print)
_____ Zip Code: _____	Title: _____
FEI/FIN NO. _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____

**PREPROPOSAL CONFERENCE:** An optional pre-proposal conference will be at 10:00 A.M, June 12, 2008, at the Virginia Department of Emergency Management, 10501 Trade Court, Richmond, Virginia. (Reference: Paragraph 9 herein). NO ONE WILL BE ADMITTED AFTER 10:15 A.M.

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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1. **PURPOSE:** The purpose of this Request for Proposals is to solicit sealed proposals to establish “MONITORING OF EMERGENCY DEBRIS REMOVAL SERVICES” indefinite delivery contract(s), to be activated as needed during declared emergencies or non-emergency situations, through competitive negotiations with multiple qualified contractors. The intent of the resulting contract(s) ( the Commonwealth reserves the right to issue individual contracts within the Emergency Response ER zones listed on the attached zone map of Virginia (replace with illustrated in Attachment 1) is to support the Virginia Department of Emergency Management (VDEM/Virginia Emergency Operations Center (VEOC) and other public entities including all the Commonwealth’s agencies and political subdivisions. To obtain or check current information regarding this RFP please refer to the following website. [www.eva.state.va.us](http://www.eva.state.va.us)

2. **BACKGROUND:** The Virginia Department of Emergency Management is a State Agency that works closely with local government emergency managers, other State Agencies, voluntary organizations and Federal Agencies such as the Federal Emergency Management Agency (FEMA) to ensure a comprehensive, efficient and effective response to emergencies and disasters throughout Virginia.

2.1 Information:

- a. For the purpose of this solicitation and any resulting contract(s), VDEM, is referred to as the “Contracting Agency”. Other Agencies utilizing the services described herein and provided as a result of any contract awards will be referred to as “Participating Agencies” or “Authorized Users.”
- b. The VDEM (Contracting Agency) is responsible for:
  - Administering the resulting contract.
  - Contract Changes, if required. Changes to the Scope of Work and/or Contract will be made only upon executed approval of the Contracting Agency.
  - Resolving contract disputes and interpreting terms and conditions.

2.2 Small, Women-Owned and Minority Business Participation: It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, Offerors certify that all information provided in their response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

3. **AUTHORIZED USERS:** This Request for Proposal (RFP) is for disaster debris monitoring services to be used on an as-needed basis for state or other public body declared emergencies only. This RFP is soliciting these services for one or more of the seven Virginia Department of Emergency Management regions (See Attachment 1) to include associated agencies and political subdivisions located within or comprising these regions respectively. The intent of this RFP is to support the debris monitoring needs of the Commonwealth of Virginia Emergency Operations Center (VEOC), as well as the Commonwealth’s overall recovery process. It will be available for use by all public bodies including the Commonwealth’s agencies and political subdivisions as approved by the VEOC. Authorized agencies include state agencies and political subdivisions of the Commonwealth which may be cities, counties and towns (hereinafter referred to as AGENCIES).

4. **STATEMENT OF NEEDS**

Provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist all public bodies including the Commonwealth of Virginia’s agencies and political subdivisions with debris monitoring services within the seven (7) designated Virginia Department of Emergency Management regions illustrated in Attachment 1. The Contractor should be able to provide the goods and services to all regions of Virginia, but shall be able to service the region or regions awarded. The services to be provided are contract compliance supervision and inspection of debris operations as directed,

not professional engineering services. All work will be in accordance with FEMA debris monitoring guidance and policies found in Public Assistance Debris Management Guide, FEMA-325, July 2007 and the 9500 series and associated amendments. Disaster Assistance Directorate Fact Sheet 9580.203 specifically addresses debris monitoring. The Contractor shall provide:

#### **Fixed Site Debris Monitors:**

The Contractor shall provide personnel to oversee the inspection of the disposal or staging sites by providing the monitoring, verification of truck capacity, and documentation at designated temporary disposal sites. Services shall include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated personnel.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards or tons. Document and record measurements (tool to be reviewed and approved by VDEM) and computations.

#### **Field Debris Monitors**

Contractors shall perform roving on-site, street-level work area inspections of debris cleanup and collection. Contractors shall provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets. Services shall include:

- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor (how? Using what tools?) collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as, but not limited to – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. the damage shall be documented with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor.
- Ensure the work area is clear of debris to the specified level (identify specified level) before equipment moves to a new loading area.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- Properly monitor and record performance and productivity of debris removal crew to ensure that only eligible debris is collected and work performed is in compliance with debris removal contracts.
- Remain in constant contact with debris management/dispatch center or supervisor.
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Perform other duties from time to time as directed by the debris management project manager or designated AGENCY debris management personnel.

**Senior Technician/Field Supervisor/Emergency Operations Manager:**

The Contractor shall provide project management to oversee debris monitoring activities in the field. Services shall include:

- Oversight and Supervision of fixed monitors
- Scheduling of Monitoring resources and deployment timing will be reviewed and approved by contracting agency
- Communication and coordination with local, regional and state personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the AGENCY's debris removal contractor.
- Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the debris removal contractor.

**Deployment:**

Contractor must be prepared to effect placement of field monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet AGENCY monitoring requirements, the Contractor shall be prepared to increase the number of monitors for the contracting state, local or regional entity to use as needed.

**Terms**

The work shall begin on notice to proceed and go for no longer than sixty (60) days, unless extended by the state agency or local/regional entity responsible for the management of the contract with ten (10) days written notice.

**Communication:**

Project communication and payment invoice to Contractor should be addressed to requesting Agency

**Award of Contract:**

Award of Contract may be made to a SWAM contractor for: (1) one region; (2) multiple regions; and/or (3) Statewide. Award(s) will be made at the sole discretion of THE AGENCY. There will be no assurance of work. That is, monitoring services of this contract will only occur when and where and on an as-needed basis for state or other public body declared emergencies only. The contract to be awarded will be a standby contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the Contractor unless and until the contract is activated via a task order, either in anticipation of a natural disaster or immediately after a natural or man-made disaster.

Potential contractors are solely responsible for their own costs of developing the proposal associated with this contract. In addition, a contractor who receives a standby contract for the work will be required to participate in certain disaster recovery training and/or exercises, one to two days each year, at no cost to the Commonwealth of Virginia or the Agencies.

Proposals should present the hourly rate of pay per person for the three positions identified in the original Request for Proposals. Payment under this contract will be based on the hourly rate per person dedicated and working on the AGENCY job. The hourly rate should include all overhead, administrative costs, per diem costs, transportation costs, and other direct or indirect charges. It is anticipated the number of Senior Technician / Field Supervisor/ Emergency Operations Manager Positions required will be based on the requirement to adequately plan, supervise and direct the work of the other monitors.

PRICES SHALL BE INCLUSIVE. THAT IS, NO ADDITIONAL ADD-ONS SHALL BE ACCEPTABLE.

	Estimated Requirements*	Per Hour Rate
Fixed Site Debris Monitors		
Field Debris Monitors		
Senior Technician/ Field Supervisor/Emergency Operation Manager		

**\* These are estimated requirements. Actual requirements may be more or less than listed.**

Name \_\_\_\_\_

Company \_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

5. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

5.1. General Requirements: In order to be considered for selection, Offerors must submit a complete response to this RFP, One (1) original and Five (5) copies of each proposal must be submitted to the issuing state agency. No other distribution of the proposal shall be made by the Offeror.

5.1.2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested shall be submitted. Failure to submit all information requested may result in the issuing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the issuing agency. Mandatory requirements are those required by law or regulation and are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- e. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- f. All information requested in this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.

5.1.3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Issuing Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing Agency will schedule the time and location of these presentations. Oral presentations are an option of the Issuing Agency and may or may not be conducted.

5.2. Specific Proposal Requirements:

Proposals should be as thorough and detailed as possible so that the Commonwealth may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

- 5.2.1. The complete RFP (including cover sheet) and all addenda acknowledgments, if any, signed and filled out as required.
- 5.2.2. Completed Offerors Data Sheet, included as **Attachment A** to the RFP, and other specific items or data requested in the RFP.
- 5.2.3 A written narrative statement to include experience in providing the services described herein and the demonstrated ability to provide monitoring of debris management, removal services for emergency and non-emergency situations, or any other similar type services. Offerors

should include information substantiating their ability to provide adequate levels of service. Such information should include, but not be limited to:

- Offerors should clearly state the types of services monitoring they can provide.
- Offerors should identify specific methodologies used in monitoring
- Description of facilities and operations that may be utilized in the performance of a declared emergency or non-emergency

5.2.4 Specific plans for providing services including:

- a. Describe/explain your company’s capability to provide and or perform each of the goods and or services identified in Section 4”(specifically address each item within this section)
- b. Describe the types of containers to be furnished by your company.
- c. Location of office(s) and hours of operation
- d. Describe your capability to offer a charge card payment program.
- e. Specify whether or not an account manager(s) will be assigned. Describe fully any services provided through the account manager, such as site visits, consultation, problem and/or dispute resolution regarding shipments and invoices, etc.

6. **EVALUATION AND AWARD CRITERIA:**

6.1. Evaluation Criteria:

Proposals will be evaluated using the following criteria:

6.1.1	Qualifications: Qualifications of firm References Experience Virginia Business License Past or current disbarred status	30%
6.1.2	Financial Reasonableness of proposed prices Financial resources and capabilities	30%
6.1.3	Technical Quality and quantity of proposed prices Understanding of scope of work Quality of overall proposal	20%.
6.1.4	Participation of small, Women-owned, and Minority-owned businesses	20%
	<b>Total</b>	<b>100%</b>

7. **AWARD OF CONTRACT**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract(s) to those offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth

determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**8. REPORTING AND DELIVERY INSTRUCTIONS:**

This section is mandatory if the anticipated value of the contract exceeds \$100,000, to include all renewal periods. When used, this section should identify all documentation, reports, etc., and the specific delivery date for each deliverable item that the contractor must furnish during the contract period. In writing this section, the following typical language is provided as an example:

- A. "The contractor shall provide the following documentation to Procurement Manager for approval by the agency"
- B. "The contractor shall provide a Monthly progress report to Procurement Manager outlining the following:"
  - 1. The specific accomplishments achieved during the reporting period.
  - 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
  - 3. The projected completion dates for the remaining specific tasks required by the contract.
- C. "Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to Procurement Manager"
  - 1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
  - 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
  - 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- D. "At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to Procurement Manager. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract."
- E. "On or before the date specified in the contract, a final report shall be delivered to Procurement Manager for its approval. The contractor shall furnish ( ) copies of the final report."
- F. "The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency."

**9. OPTIONAL PRE-PROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held on June 12, 2008 at 10:00 am at the Virginia Department of Emergency Services, 10501 Trade Court in Richmond, Virginia. This site is ADA compliant for access.

Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference is recommended. Please note, no one will be allowed in the meeting after 10:15 am. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**10. GENERAL TERMS AND CONDITIONS:**

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors 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 Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the 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 Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) 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 these requirements.
  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.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. 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.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. 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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. 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. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth 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.

- K. 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.
- L. QUALIFICATIONS OF (OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (offeror's) physical facilities prior to award to satisfy questions regarding the (offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. 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.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. 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 scope of the contract. An 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. 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.
- P. 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.

- T. 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 REQUIRED FOR MOST CONTRACTS:

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. 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 must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: 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.

- W. 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.
- X. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

11. **SPECIAL TERMS AND CONDITIONS:**

- A. 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.
- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- C. 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 be terminated by either party, 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.
- D. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Bidder/Offeror	Due Date	Time
_____	_____	
Street or Box Number	IFB No./RFP No.	
_____	_____	
City, State, Zip Code	IFB/RFP Title	
_____	_____	

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- E. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- F. **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.
- G. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (three one year successive 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.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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 Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- H. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in one purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

12. **METHOD OF PAYMENT:**

Contractor shall invoice each client agency monthly in arrears. Contractor shall invoice each client agency monthly

based on hours worked and the hourly rates in Attachment E.

Invoices for service provided exceeding one (1) month, shall be invoiced by the Contractor monthly, or upon completion of a deliverable, whichever is deemed in the best interest of the Commonwealth.

Invoices for service provide in less than one (1) month, the Contractor shall invoice the Commonwealth for the full amount of the service at the completion thereof.

Invoices shall include at a minimum:

- Name of assigned employee(s)
- Date(s) of assignment
- Rate per hour
- Hours worked
- Contractor's Federal Tax Identification Number (FIN)

Payment will be rendered by the Commonwealth within thirty days after Contractor's submission of a proper invoice in accordance with Section IX. J.

There are no travel expenses allowed on this contract, except in cases where the agency requests a particular qualification that is not available locally. At that point the states travel regulations will apply.

Reimbursable costs are allowed if agreed to by the agency in advance. These costs are limited to printing, copying, mail services, courier services, photographic supplies, and items requested by an agency that is not part of the normal work function.

13. **PRICING SCHEDULE**

PRICES SHALL BE INCLUSIVE. THAT IS, NO ADDITIONAL ADD-ONS SHALL BE ACCEPTABLE.

	Estimated Requirements*	Per Hour Rate
Fixed Site Debris Monitors		
Field Debris Monitors		
Senior Technician/ Field Supervisor/Emergency Operation Manager		

**\* These are estimated requirements. Actual requirements may be more or less than listed.**

14. **ATTACHMENTS**

- Data Sheets
- Small, Women Owned and Minority Business
- Service Description and Qualifications
- DEB Forms 1-4

**ATTACHMENT A**

**Offeror's Data Sheet**

Failure to complete and provide this sheet may result in rejection of your proposal.

**1. VENDOR'S PRIMARY CONTACT FOR THIS SOLICITATION:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**2. VENDOR INFORMATION:**

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Address: \_\_\_\_\_

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

Social Security Number: \_\_\_\_\_ If Individual

Years in Business: Indicate the length of time the Company have been in business providing this type of good or service: \_\_\_\_ Years \_\_\_\_ Months

Note: If the Offeror is responding to this RFP as a Company, Corporation or Partner, a FIN or FEI must be provided and must match the Offeror's eVA registration. If the Offeror is responding to this RFP as an Individual, a Social Security Number must be provided and must match the Offeror's eVA registration.

**3. CURRENT OR RECENT ACCOUNTS:**

Indicate below a minimum of three (3) current or recent accounts, either governmental or commercial for which your company has provided goods and/or services similar in nature to the Statement of Needs in the Request for Proposals. Include the length of service and the time, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

4. **PRICE SCHEDULE**: Complete as appropriate.

5. **CONTRACTOR ASSIGNED STAFF**: The Contractor shall list the names and credentials (licenses, professional certifications) of all staff assigned to the VDEM account to provide the Services detailed in this Request for Proposals.

**Name:**

**Credentials:**

A.

B.

C.

D.

## Small Business Subcontracting Plan

### Definitions

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Bidder/Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

### Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_



C. Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
  
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
  
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
  
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
  
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
  
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
  
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

**Offeror:** \_\_\_\_\_  
**RFP #** \_\_\_\_\_

**Annex 7-H**  
**Summary of Evaluation Ratings by Criteria Worksheet**

**Criteria**

**Narrative Summary of Ratings**



**Attachment B**  
**Service Description and Qualifications**

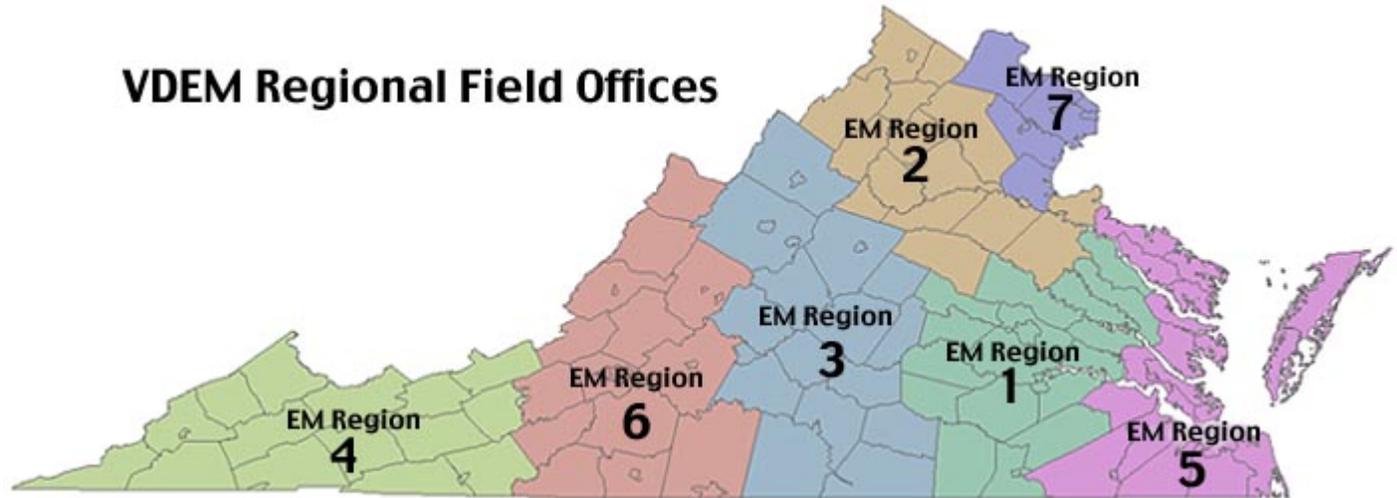
## **GENERAL REQUIREMENTS OF THE OFFEROR PROVIDING THE SERVICES**

**Offerors do not have to respond to all classifications. They may respond to any or all of the classifications they are interested in or can provide services in.**

The Offeror shall provide all cell phones, pagers, beepers, test and sampling equipment, cameras, computers, copiers, fax machines and transportation for the employees assigned to this contract.

The Offeror shall provide personnel from the areas closest to where the work is required. The Commonwealth does not reimburse its employees who may travel more than an hour one way to work, therefore the Commonwealth will not pay an Offeror for their employees, travel or related expenses.

JURISDICTIONAL BOUNDARIES OF AUTHORIZED AGENCIES



- Region 1: Amelia County, Brunswick County, Charles City County, Chesterfield County, Colonial Heights City, Dinwiddie County, Emporia City, Essex County, Goochland County, Greensville County, Hanover County, Henrico County, Hopewell City, King and Queen County, King William County, New Kent County, Nottoway County, Petersburg City, Powhatan County, Prince George County, Richmond City, Sussex County
- Region 2: Caroline County, Clarke County, Culpeper County, Fauquier County, Frederick County, Fredericksburg City, Greene County, King George County, Louisa County, Town of Luray, Madison County, Orange County, Page County, Rappahannock County, Shenandoah County, Spotsylvania County, Warren County, Winchester City
- Region 3: Albemarle County, Amherst County, Appomattox County, Augusta County, Buckingham County, Campbell County, Charlotte County, Charlottesville City, Cumberland County, Town of Farmville, Fluvanna County, Halifax County, Harrisonburg City, Lunenburg County, Lynchburg City, Mecklenburg County, Nelson County, Prince Edward County, Rockingham County, Town of South Boston, Staunton City, Waynesboro City
- Region 4: Bland County, Bristol City, Buchanan County, Carroll County, Dickenson County, Galax City, Giles County, Grayson County, Lee County, Norton City, Pulaski County, Radford City, Russell County, Scott County, Smyth County, Tazewell County, Washington County, Wise County, Wythe County
- Region 5: Accomack County, Chesapeake City, Town of Chincoteague, Franklin City, Gloucester County, Hampton City, Isle of Wight County, James City County, Lancaster County, Mathews County, Middlesex County, Newport News City, Norfolk City, Northampton County, Northumberland County, Poquoson City, Portsmouth City, Richmond County, Southampton County, Suffolk City, Surry County, Virginia Beach City, Westmoreland County, Williamsburg City, York County
- Region 6: Alleghany County, Bath County, Bedford County, Botetourt County, Buena Vista City, Town of Christiansburg, Town of Clifton Forge, Covington City, Craig County, Danville City, Floyd County, Franklin County, Henry County, Highland County, Lexington City, Martinsville City, Montgomery County, Patrick County, Pittsylvania County, Roanoke City, Roanoke County, Rockbridge County, Salem County, Town of Vinton
- Region 7: Alexandria City, Arlington County, Fairfax City, Fairfax County, Falls Church City, Loudoun County, Manassas City, Manassas Park City, Prince William County, Stafford County

**VDEM Policy Statement Number 113-08**