#### COMMONWEALTH OF VIRGINIA

# STANDARD CONTRACT

Contract Number: VTS-2165-2024

This contract entered into this sixth day of February 2024 by WEL Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide Environmental and Hazardous Incident Response and Compliance Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From March 1, 2024 through February 28, 2027 with the option for three (3) two-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 952642401 dated November 9, 2023, together with Addendum Number 1 To RFP dated December 4, 2023, the proposal submitted by the Contractor dated December 15, 2023 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and

CH KN.

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

Contractor  Sy:  (Sign 4871064EDFCD403	Virginia Tech Rud Naul By:
(Signatule) Christopher Haywood	Reed Nagel
Name and Title	Associate Director for Goods and Services
Vice President	



# Request for Proposal # 952642401

For

Environmental and Hazardous Incident Response and Compliance Services

November 9, 2023

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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

1

RFP # 952642401, Environmental and Hazardous Incident Response and Compliance Services

# INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until December 8, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>INQUIRIES</u>: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231-7852 e-mail: Ihenry29@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on November 27, 2023. Inquiries must be submitted to the procurement officer identified in this solicitation.

<u>PRE-PROPOSAL CONFERENCE</u>: A pre-proposal conference will be held on Friday November 17, 2023 at 10:00 AM. See RFP Section IX, Pre-proposal Conference for additional information.

### **PROPOSAL SUBMISSION:**

# \*Please note, proposal submission procedures have changed effective March 2023.

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

# Proposals must be submitted electronically at:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request For Proposal and incorporated by reference, the undersigned offers accordance with the attached signed proposal and as	and agrees to furnish the goods or services in	
AUTHORIZED SIGNATURE:	Date:	
[INCLUDE THIS PAGE]		

# I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech desires to procure the services of a qualified firm(s) to provide immediate response, cleanup, environmental compliance and mitigation services for hazardous material/waste and emergency incidents on an "as-needed" basis at Virginia Tech facilities/properties throughout the Commonwealth. The contractor must demonstrate the ability to respond to the Virginia Tech main campus located in Blacksburg, Virginia within five (5) hours. It is also preferred that the contractor can demonstrate the ability to respond to all Virginia Tech facilities/properties located in Virginia within 12 hours.

### II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <a href="https://www.sbsd.virginia.gov/">https://www.sbsd.virginia.gov/</a>

### III. CONTRACT PERIOD:

The term of this contract is for three year(s), or as negotiated. There will be an option for three (3) two-year year renewals, or as negotiated.

# IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a vendor within the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <a href="http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm">http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm</a> and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <a href="https://eva.virginia.gov/">https://eva.virginia.gov/</a>, or call 866-289-7367 or 804-371-2525.

3

# V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

# VI. STATEMENT OF NEEDS/SCOPE OF WORK:

### A. General:

Virginia Tech is seeking proposals for the provision of immediate response and cleanup services for hazardous material/waste and emergency incidents. Examples of these incidents may be, but are not limited to, crime scenes, trauma incidents, biohazard incidents, petroleum spills and other similar incidents of an emergency nature. These services are to be provided for the period of three years with the option for up to three (3) two-year renewals or as negotiated.

The services sought by Virginia Tech require that the successful Contractor maintain a 24-hour telephone communications system and that the successful Contractor be capable of having a representative, with the appropriate technical expertise to initiate corrective action, at the scene of an emergency at the Virginia Tech main campus located in Blacksburg, Virginia within five (5) hours of verbal notification by Virginia Tech, and within 12 hours on any Virginia Tech location/property located in Virginia.

The Contractor shall be prepared to commence containment and cleanup operations within the above time frame and to continue operations uninterrupted until notified to discontinue such operations by Virginia Tech. The successful Contractor shall be prepared to work under the direction of Virginia Tech and/or consultants employed by and responsible to Virginia Tech. A complete roster of available response personnel shall be provided as part of the submittal

package. These individuals shall, at a minimum, possess the training requirements necessary to respond and as prescribed by OSHA 29 CRF Part 1910 where appropriate. Contractor shall also include their standard operating procedures and safety protocols in their response to this RFP.

Virginia Tech reserves the right to review and approve the number and types of personnel, vehicles, and equipment required to respond to any emergency.

The successful Contractor(s) shall be prepared to immediately arrange for the proper disposal of all wastes and materials generated from containment and cleanup operations, including the supplying of manifests and all other necessary documents. All waste materials shall be tracked from its point of generation to its ultimate disposal facility. Tracking and disposal documentation shall be provided to Virginia Tech.

Contractors are required to submit, as part of their proposal, an exact fee schedule in accordance with **Section VI. B.** for labor, vehicles, equipment rental, supplies and disposal costs to apply for the length of the contract. Disposal costs for waste materials shall be unit specific (i.e. per pound, gallon, 55-gallon drum, etc.) and based on ultimate disposal. Any and all disposal analysis costs and packaging costs should also be included in the proposal.

The successful Contractor(s) shall notify Virginia Tech of the waste's ultimate disposal location and all such facilities shall be properly licensed. Verification of proper licensure to receive the specific waste to be disposed of shall be the responsibility of the Contractor. All Contractors submitting a proposal shall also agree to an inspection of their facilities and equipment by Virginia Tech personnel prior to the award of the contract, and at period intervals if requested. The successful Contractor(s) may be required to participate in one uncompensated practice response situation conducted at a time mutually convenient to the University and the Contractor, and any training sessions conducted by the Contractor independently shall be made available to University personnel.

#### B. Supplies or Services and Price/Costs

The following cost information will be provided for each response service the vendor is proposing:

- 1. Labor Rates: The Contractor shall define cost for labor rates in Attachment B.
  - a. Straight Time (those hours/days for which full time employees receive straight time pay).
  - b. Overtime (those hours/days for which full time employees receive overtime pay).
  - c. Work Week (Identify your company's work week).
- 2. Billable Hours: Labor Hours for personnel are payable only for:
  - a. Time actually spent at the job site under the authority of Virginia Tech.
  - b. Time actually spend travelling to and from the work site in excess of normal commuting distances for the area.
  - c. Factional parts of an hour shall be payable on a pro-rated basis to the nearest quarter.

- 3. Equipment and Vehicle Rates: The contractor shall provide rates for the vehicles and equipment found in the corresponding attachments.
  - a. For the purpose of pricing, the equipment will be made available from the Contractor's operations center located closest to the cleanup site.
  - b. Where hourly, daily, weekly or monthly rates are provided, the rate(s) that result in the lowest aggregate amount shall apply.
  - c. Standby and Operating rates:
    - 1. During those periods of time that the equipment is in actual operation the "operating rate" shall apply.
    - 2. During those periods in which the equipment is not capable of normal operation and is not being used, the rates shall be \$0.00.
    - 3. The "standby rate" shall be applied during the working hours established by Virginia Tech or when (1.) and (2.) above do not apply.
    - 4. During non-working hours, as established by Virginia Tech, the rate shall be \$0.00.
    - 5. During cleaning of Equipment or Vehicles the standby rate shall apply.

# C. Description/Specification Work Statement:

- 1. Definitions: The term Virginia Tech or designee as used herein means the individual responsible for authorization of services.
- 2. Use of Services/Equipment/Vehicles/Vessels/Materials/Supplies:
  - a. Authority:
    - 1. The contractor shall furnish the labor, material and equipment as directed by Virginia Tech and shall provide adequate supervision for the same.
    - 2. Subsequent to the start of a job the Contractor shall provide the same personnel (labor categories), materials and equipment at the job site as authorized by Virginia Tech.
    - 3. No services shall be rendered without the specific authorization of Virginia Tech.
    - 4. Virginia Tech may, in writing, require the Contractor to remove from the worksite any employee deemed incompetent, careless, or otherwise objectionable in the view of Virginia Tech or their designee.
  - b. Contractor Responsibility:
    - 1. The contractor shall use due diligence to perform all work.
    - 2. The Contractor is encouraged to draw upon his expertise to suggest the use of

personnel, material, equipment and procedures that may improve the containment, cleanup and mitigation operations. However, the decision to use such suggestions shall rest solely with Virginia Tech.

- 3. The Contractor is responsible for knowing the normal capabilities of his equipment. If Virginia Tech or designee directs the Contractor to use Contractor equipment in a manner that will exceed its normal capabilities, the Contractor shall promptly advise Virginia Tech of this fact.
- 4. If the Contractor believes that security services at the job site are required, the Contractor shall promptly advise Virginia Tech.
- 5. The Contractor must maintain confidentiality at all times in regards to work performed on behalf of Virginia Tech as outlined in Attachment M Confidentiality Clause. No Contractor or Contractor employee is allowed to divulge any information regarding any emergency response to the media, individuals not employed by Virginia Tech, or Virginia Tech employees not directly related to the emergency situation. If such breach in confidentiality occurs, Contractor shall notify Virginia Tech immediately with the date and time of the breach and the circumstances surrounding such breach.

# 3. Contractor Responsibility for Spills:

- a. The Contractor is solely responsible for any and all spills, leaks, or releases during the performance of work under this agreement which occur as a result of the negligence of its agents, employees, or Sub-Contractors.
- b. The Contractor agrees to clean up such spills, leaks, or releases in a manner that complies with applicable federal, state, and local laws, regulations, and procedures and to the satisfaction of Virginia Tech. Cleanup shall be at no cost to Virginia Tech.
- c. The Contractor shall report all such spills, leaks, and releases, regardless of the size or quantity, to Virginia Tech immediately upon their discovery. A written follow-up report shall be submitted no later than seven (7) days after the initial notification. The written report shall be in narrative form and as a minimum include the following:
  - 1. Description of the items spilled (including identity, quantity, manifest number, etc.)
  - 2. Whether amount spilled is EPA/State reportable if so, when it was reported and to whom.
  - 3. Exact time and location of the spill, including a description of the area involved.
  - 4. Containment procedures initiated.
  - 5. Summary of any communication Contractor has had with media or state and federal officials.
  - 6. Description of cleanup procedures employed or to be employed at the site including disposal location of spill residue.
- d. Any such spills considered reportable in accordance with 33 CFR 153.203 AND 40 CFR 302.6 shall be reported (by the Contractor) to the National Response Center.

- 4. Analysis, Disposal and/or Treatment of Recovered Material and Wastes:
  - a. Disposal or other disposition of substances collected during the cleanup, containment or mitigation operations shall be as directed by Virginia Tech and in accordance with applicable federal, state and local regulations.
  - b. When directed by Virginia Tech, the Contractor shall draw upon its experience and industry contacts and in cooperation with federal, state and local authorities to provide disposal options to Virginia Tech.

# 5. Virginia Tech Owned Property:

- a. In the event that any Virginia Tech property is supplied to the Contractor under a properly authorized order resulting from this agreement, Virginia Tech will be reimbursed at the Contractor's in-kind rate for similar equipment or at a rate negotiated with the Contractor at the time of the authorization.
- b. At its discretion, Virginia Tech may furnish the Contractor entering into this agreement with University-owned property, including communications equipment. The Contractor furnished with equipment agrees to use reasonable care to safeguard such equipment. The Contractor shall be responsible for the cost of lost or damaged equipment subject to reasonable wear and tear. The Contractor specifically agrees to use the equipment only when employed by Virginia Tech in cleanup, containment or mitigation operation or when otherwise authorized in advance by Virginia Tech. The Contractor shall use the equipment when directed and promptly return such equipment on demand.

# D. Packaging and Marking:

The Contractor shall package, mark, label, and load all waste material in accordance with all applicable federal, state and local regulations. If waste material shall be re-packaged for proper shipment the Contractor shall perform such re-packaging and furnish all required materials. When re-packaging is necessary, the Contractor shall be responsible for disposal of the original container and packaging in a manner that complies with all applicable federal, state and local regulations. The Contractor shall also provide and affix the appropriate placards to each vehicle prior to transport of waste material.

#### E. Special Contract Requirements:

#### 1. Ordering:

Virginia Tech is not obligated or limited to any level of business under this contract. Virginia Tech may place orders under this agreement when most advantageous to Virginia Tech considering the location, nature, and size of the incident; the prevailing weather and availability of necessary personnel; and the material and equipment and capabilities of the Contractor. If no needs arise during the contracted period for the services denoted herein, the Contractor understands that no orders may be placed as a result of this contract.

# 2. Subcontractors and Subcontractor Services:

a. Subcontracts and/or subcontractor services, equipment, vehicles, supplies and/or materials shall be pre-approved by Virginia Tech. Proposers are expected to list all proposed subcontractor arrangements in their proposal.

- b. For purposes of pricing, Virginia Tech requires that materials/supplies expended in the performance of this service be provided at cost. Any associated overhead expenses or handling charges must be included in the labor rates submitted.
- c. The responsibilities of supervision may not be subcontracted.
- 3. Incident Daily Resource Reports:
  - a. Incident Daily Resource Reports shall be made available for inspection by Virginia Tech as requested. A complete and accurate copy shall be delivered to Virginia Tech daily. Personnel, equipment, or material not included on an approved Incident Daily Resource Report shall not be included in any invoice. The Incident Daily Resource Report form shall contain a complete daily billing of work ordered and provided by the Prime Contractor and its Subcontractor(s).
  - b. For purposes of this contract, only Virginia Tech may certify inspection and acceptance of services.
- 4. Superintendence by Contractor:

The Contractor will have a competent foreman at the work site at all times during contract performance unless otherwise directed by Virginia Tech. The foreman will have complete authority to act for the Contractor.

### 5. Safety Requirements:

- a. The Contractor shall perform all operations in a prudent, conscientious, safe and professional manner. The Contractor's personnel and equipment shall comply with applicable federal, state and local laws, safety regulations, and procedures, including but not limited to, 29 CFR 1910, 1926 and 30 CFR 300.150; and the Contractor shall ensure that its agents, employees, and Subcontractors perform in a like manner. The Contractor shall ensure that all personnel involved in the handling and packaging of waste be trained for the task, and in particular, in the areas of chemical incompatibility, general first aid procedures, bloodborne pathogens, and spills. Handling and personnel protective equipment shall be provided by the Contractor and shall be appropriate for handling of waste in accordance with any applicable federal, state or local regulations.
- b. The Contractor shall provide safety controls for protection of the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruption in the performance of this agreement; and the Contractor shall comply with any accident prevention or safety requirements included or referenced in this agreement or required by law.
- c. Virginia Tech will notify the Contractor of any non-performance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representatives at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, Virginia Tech may issue an order stopping all or part of the work until satisfactory corrective action has been taken. If a valid stop work order is issued, no part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor and no fees for labor, equipment, or services shall be charged during such stop work order.

# 6. Compliance with Applicable Laws and Regulations:

All work shall be in compliance with all federal, state and local laws and regulations in effect at the time of submission of offers and at the time of actual performance. The Contractor is fully responsible for compliance.

### 7. Permits:

The Contractor shall obtain all necessary licenses and permits required by applicable federal, state and local laws and regulations before commencing performance on any activity requiring licenses and or permits.

# 8. Site Safety Plan:

- a. The Contractor may be required by Virginia Tech to provide a site safety plan for any order under this agreement which will establish policies and procedures for protecting the health and safety of employees and other persons; for the prevention of damage to property, materials, supplies and equipment related to this project. The plan shall contain information about the known or suspected hazards, routine and special safety procedures that shall be followed, and other instructions for safeguarding the health of individuals on site.
- b. The Safety Plan shall be, from the start of performance through completion of the work, conspicuously posted or distributed to all contract personnel and discussed with them. The Safety Plan shall be periodically reviewed and updated as necessary to keep it current.

# 9. Site Condition at Completion of the Work:

The Contractor shall remove from the site all materials, equipment, and rubbish. Upon completion of work the Contractor shall leave the work area in a clean and orderly condition satisfactory to Virginia Tech.

# 10. Department of Transportation Requirements:

The Contractor agrees that transportation shall be in accordance with applicable Department of Transportation Hazardous Material Regulations.

# F. Contractor Compliance:

All services provided by the Contractor shall be in complete compliance with all applicable OSHA, NESHAPS, EPA, Federal, State and Local laws, regulations and codes.

# G. Contractor Personnel:

- 1. Shall have sufficient experience to perform services included in this solicitation.
- 2. Contractor shall provide an updated list as needed, or upon request, of all personnel performing work under this contract and with written evidence of the personnel's qualifications.

### H. Other Requirements:

- 1. Parking Policy: All Contractor vehicles parked on the Virginia Tech campus must display a parking permit. Contractors shall note that vehicles parked on the Virginia Tech campus without a parking pass or permit are subject to ticketing and fines.
- 2. Uniforms: All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate forms of identification' at all times to designate their affiliation with the Contractor.
- 3. Time Paid: For hourly rate personnel and equipment (used during project use) time paid shall start upon arrival and sign-in at Virginia Tech and end upon sign-out and shall not include travel time to and from VT and/or Project site, lunch breaks, or other breaks. Time shall be rounded to the nearest ½ hour.
- 4. Overtime Rates: Shall be paid for time worked over forty hours in a single week for Virginia Tech, (week ending Friday), and Saturdays and Sundays, except when the work schedule has been changed in agreement with Virginia Tech and the Contractor. Overtime rate shall be 1.5 times the regular rate as bid for hourly rate personnel only. Overtime rates shall not apply to equipment.
- 5. Safety Precautions: The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Owner in writing with copy to Virginia Tech Police, this person shall be the Superintendent of the Contractor.
- 6. Check-in and out Procedures: During the University's normal working hours, the Contractor personnel shall check-in with the designated Facilities Services representative immediately upon arrival to the University. Contractor personnel shall sign-in and pick up any keys they will need for access. Check out during University's normal working hours shall include sign out, and return of any keys issued. Outside the University's normal working hours, Contractor shall report to the Campus Police Department for check in and out. Additionally, Contractor personnel may be asked to check in and out with a building contact person.
- 7. Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all his work and/or supplies from damage and shall protect all other property from damage, injury, or loss arising in connection with the work or services. The Contractor shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.
- 8. Disposal of Debris: The Contractor shall transport all waste off Virginia Tech property and dispose of it in a manner that complies with Federal, state, and local requirements unless otherwise indicated by Virginia Tech.
- 9. Fire Protection and Prevention: The Contractor shall perform work in a fire-safe manner. Contractor shall supply and maintain adequate firefighting equipment capable of extinguishing fires in the early stages.

- 10. Temporary Utilities: Virginia Tech will provide temporary water and electric service to a designated point for use by the contractor subject to the provision that utilities are readily available. If the required utilities are not available, the contractor should arrange to supply these and bill the associated costs to Virginia Tech. The contractor shall provide and install all equipment, such as hoses, extension cords, connections, etc., necessary to provide temporary hook-ups to the utilities.
- 11. Existing Utilities: Verify with owner's Representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the Contractor shall provide adequate means of protection. Should uncharted or incorrectly charted piping or other utilities be encountered, consult Virginia Tech immediately for directions. The Contractor shall cooperate with Virginia Tech and utility companies in keeping respectable services and facilities in operation. The Contractor shall be responsible to contact Miss Utilities.
- 12. Permits: The Contractor shall secure all the necessary permits for their work.

# 13. Key Control:

- a. No person shall knowingly possess an unauthorized key to property owned by Virginia Tech. Facilities Services' Key Control Office is the only authorized vendor for University key requests.
- b. All keys remain the property of Virginia Tech. Keys which are no longer needed must be returned to the Key Control Office.
- c. Stolen or lost keys must be reported immediately to the Virginia Tech Police Department & Key Control Office.
- d. The installation, changing or removal of locks shall be performed only by contractor or an authorized Key Control Office designee.
- e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor found in violation of this section.
- f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).
- g. Each Contractor will be responsible for developing and enforcing a key return policy. All Contractors must surrender all University keys issued to them upon termination or completion of project.
- h. Keys are not to be transferred from their assigned carrier to another without proper documentation.
- i. The Contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.
- j. The contractor shall return any existing hardware removed from a project to the Key Control Office.
- k. No area outside of the project scope will be accessed by the contractor for an individual without the approval of the Owner's Representative designated as responsible for the area. Said designee will be responsible for verifying authority and identity of the

individual requesting access.

- 14. Smoking Policy: Please refer to the Virginia Tech webpage for policies on smoking: https://policies.vt.edu/1010.pdf
- 15. Estimates of Work: Upon request by Virginia Tech and for work with adequate plans and specifications or written directions, the Contractor shall prepare and submit to Virginia Tech a written estimate (quantity of each contract billable unit) required to perform the work specified under this contract. This work may then be performed by the Contractor only with Virginia Tech's written authorization. Invoices submitted by the Contractor for work performed shall be itemized by each contract billable unit.

Virginia Tech reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered not to be reasonable, the Contractor will be asked to review his estimate and resubmit. If the revised estimate is still considered to be unreasonable, Virginia Tech reserves the right to obtain the work from another source.

### VII. PROPOSAL PREPARATION AND SUBMISSION:

# A. Specific Requirements

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

1. Qualifications and Experience:

Provide qualifications and experience of the Offeror relative to the scope of services contained in this RFP including the following items:

- a. Past projects, cost, scheduling and general performance, performance on past projects, to include all Commonwealth of Virginia projects in the past three (3) years. This information should include the names and contact information for the point of contact for each project.
- b. Identification and statement of qualifications of the project team members who will be assigned to the project for actual "hands on" work, as well as the principal assigned the project along with a description of their role(s) on the project team.
- c. Identification and statement of all additional associated team members, if any, to be used on the project along with a description of their role(s) on the project team.
- d. Geographic location of the Offeror relative to Virginia Tech locations. The Offeror should include a street address of the office(s) proposed to handle the work.
- e. Demonstration of experience and appropriate training.

# 2. Plan for Providing Services:

a. Complete and detailed description of the Offeror's methodology and plan for providing the services described herein.

b. A statement of the Offerer's understanding of the work to be performed.

# 3. Pricing:

Provide a price schedule for all services offered.

4. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <a href="http://www.sbsd.virginia.gov/">http://www.sbsd.virginia.gov/</a>

5. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

### B. General Requirements

- 1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
  - a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal <u>as one document</u>, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "Redacted Copy" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

#### 2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or 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 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 sub letter 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. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other 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 may result in rejection of the proposal.
- 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 Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

# VIII. SELECTION CRITERIA AND AWARD:

# A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	Maximum Point <u>Value</u>
Quality of products/services offered and suitability for the intended purposes	25
Qualifications and experiences of Offeror in providing the goods/services	25
<ol> <li>Specific plans or methodology to be used to provide the Services</li> </ol>	25
4. Cost (or Price)	15
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	al 100

#### B. Award

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 Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then 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, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, 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 this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

### IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held virtually via Zoom Meetings on November 17, 2023 @ 10:00 AM. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Link to ZOOM Meeting: https://virginiatech.zoom.us/j/84142458015

It is strongly recommended that you obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the

Virginia Tech Parking Services Department located at 505 Beamer Way, phone: (540) 231-3200, e-mail: parking@vt.edu.

# X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to <a href="mailto:vtinvoices@vt.edu">vtinvoices@vt.edu</a> or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech) Accounts Payable North End Center, Suite 3300 300 Turner Street NW Blacksburg, Virginia 24061

### XI. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <a href="http://www.procurement.vt.edu/vendor/wellsone.html">http://www.procurement.vt.edu/vendor/wellsone.html</a> or contact the procurement officer identified in the RFP.

### XII. ADDENDUM:

Any <u>ADDENDUM</u> issued for this solicitation may be accessed at <a href="http://www.apps.vpfin.vt.edu/html.docs/bids.php">http://www.apps.vpfin.vt.edu/html.docs/bids.php</a>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

### XIII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

### XIV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

# XV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

# XVI. CONTRACT ADMINISTRATION:

- A. Mike Mulhare, Interim Associate Vice President, Public Safety Division, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

# XVII. ATTACHMENTS:

Attachment A - Terms and Conditions

Attachment B - Proposed Labor Categories and Hourly Rates (Straight Time and Overtime) and Labor Category Definitions

Attachment C - Vehicles

Attachment D -- Tractors/Trailers

Attachment E -- Equipment

Attachment F – Generators/Pumps/Hoses

Attachment G -- Materials/Supplies

Attachment H – Analysis in Accordance with Resources Conservation and Recovery Act

Attachment I – Treatment and Disposal of Recovered Oil and Hazardous Substances

Attachment J – Disposal Rates

Attachment K – Emergency Incident Response

Attachment L – Hazardous Waste/Materials and Petroleum Spill Response

Attachment M – Confidentiality Agreement

#### ATTACHMENT A

#### TERMS AND CONDITIONS

# RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement vt edu/docs/terms/GTC RFP 02182022.pdf

#### ADDITIONAL TERMS AND CONDITIONS

- 1. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- 2. AUDIT: The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- 3. AVAILABILITY OFFUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. CANCELLATION OF CONTRACT: Virginia Tech 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.
- 5. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- 6. IDENTIFICATION OF PROPOSAL: Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. Attachments must be smaller than 50MB in order to be received by the University. Proposals may NOT be hand delivered to the Procurement Office.
- **7. NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
- 8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT Cloud Data Protection Addendum final03102017.pdf
- 10. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 11. CRIMINAL CONVICTION CHECKS: All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
  - a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
  - b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
  - c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

#### 12. INSURANCE:

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

# INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation Statutory requirements and benefits.
- B. Employers Liability \$100,000.00
- C. General Liability \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability \$500,000.00
- E. Builders Risk For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
- 13. SIDEWALK POLICY: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- **14. TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
- **15. WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

# **ATTACHMENT B**

# PROPOSED LABOR CATOGORIES AND HOURLY RATES (STRAIGHT TIME AND OVERTIME)

(provide all applicable rates for services offered within your proposal, leave blank otherwise)

PROJECT MANAGER	(S/T) \$ (O/T) \$
SUPERVISOR	(S/T) \$ (O/T) \$
FOREMAN	(S/T) \$ (O/T) \$
FIELD CLERK	(S/T) \$ (O/T) \$
LABORER	(S/T) \$ (O/T) \$
EQUIPMENT OPERATOR	(S/T) \$ (O/T) \$
TECHNICIAN	(S/T) \$ (O/T) \$
TRUCK DRIVER	(S/T) \$ (O/T) \$
ELECTRICIAN	(S/T) \$ (O/T) \$
WELDER	(S/T) \$ (O/T) \$
CARPENTER	(S/T) \$ (O/T) \$
BIOLOGIST	(S/T) \$ (O/T) \$
GEOLOGIST	(S/T) \$ (O/T) \$
HYRDOLOGIST	(S/T) \$ (O/T) \$
CHEMIST	(S/T) \$ (O/T) \$
SCIENTIST	(S/T) \$ (O/T) \$

# **ATTACHMENT B (continued)**

DIVER	(S/T) \$ (O/T) \$
ENGINEER	(S/T) \$ (O/T) \$
TOXICOLOGIST	(S/T) \$ (O/T) \$
MARINE CHEMIST	(S/T) \$ (O/T) \$
INDUSTRIAL HYGENIST	(S/T) \$ (O/T) \$
SITE SAFETY OFFICE	(S/T) \$ (O/T) \$

(continue if you wish to submit additional labor categories)

# **ATTACHMENT B (continued)**

# LABOR CATEGORY DEFINITIONS

Provide brief information on qualifications for each labor category, which you have offered above. It is the responsibility of the contractor to see that all employees receive all required and proper training for any task to which they are assigned.

Examples:
Laborer - OSHA trained Hours, performs duties.
Equipment Operator - what equipment is operator trained to operate?
Industrial Hygienist - education level (e.g., degree or certificates).
(9.,9,

(Add continuation page if more space is needed)

# **ATTACHMENT C**

# **VEHICLES**

DESCRIPTION	Vehicles STANDBY RATE	OPERATING RATE	QTY HELD
CARS/PICKUPS/WAGONS/VANS HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
SMALL TRUCKS ½-5 TONS HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
TANK TRUCK gal. HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
VACUUM TRUCK gal. HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	
VACUUM TRUCK (STAINLESS) gal HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
DUMP TRUCK 10 ton HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
DUMP TRUCK 20 ton HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
DUMP TRUCK ton HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	

# **ATTACHMENT C (continued)**

# **VEHICLES**

DESCRIPTION	Vehicles STANDBY RATE	_	QTY HELD
BOOM/CRANE TRUCK 10 ton HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
PORTABLE SKID MOUNT VACUUS UNIT HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
VACTOR 10 CUBIC YARDS HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	
BOX TRUCK WITH LIFT GATE HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	

(Continue if you wish to submit additional vehicles)

# ATTACHMENT D

# TRAILERS AND TRACTORS

DESCRIPTION	Vehicles STANDBY RATE	OPERATING RATE	QTY HELD
VACUUM TRAILERgal. HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
TRAILER STAINLESS STEELgal HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
TRAILER CARBON STEEL gal. HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
TRAILER (FRAC TANK) gal. HOURLY-RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
TRAILER (DUMPSTER) gal HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
TRAILER (FLATE BED)ft HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	
TRAILER DECONTAMINATION  Description			
HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	

# **ATTACHMENT D (continued)**

TRAILER SPILL RESPONSE  Description			
HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	
TRAILER LAB Description			
HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	
TRAILER MOBILE INCIDENT COMMAND UNIT Description			
HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	
TRAILER STORAGE/TYPEft Description			
HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	

# ATTACHMENT E

# **EQUIPMENT**

DESCRIPTION	STANDBY RATE	OPERATING RATE	QTY HELD
DUMPSTERsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
FRONT END LOADERsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
FORKLIFTsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
BACKHOEsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
CHAINSAW – mfg model HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
AIR EXHAUST BLOWERSmfgsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
WEED WACKERmfgmodel HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$_	

# **ATTACHMENT E (continued)**

PRESSURE WASHERpsi HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
SHIPPING CONTAINERsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
EXCAVATOR LARGEsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
EXCAVATOR SMALLsize/capacity HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
BOBCAT HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
DRILL RIG GEO PROBE HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
DRILL RIG AUGER HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
DILL RIG ROTARY HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	

# **ATTACHMENT E (continued)**

CARBON TREATMENT SYSTEM HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
LEVEL "A" PPE Description	\$	\$	
LEVEL "B" PPE Description	\$	\$	
LEVEL "C" PPE Description	\$	\$	
REMOTE DRUM OPENER (2,500- 3,500 PSI) HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
PHOTO ION DETECTOR HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	
HNU METER HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
MERCURY DETECTION - JEROME METER HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	
MERCURY DETECTION LUMEX METER HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	
SPLIT SPOON SAMPLER HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	

# **ATTACHMENT E (continued)**

MAGNETOMETER HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	
TRANSIT/LEVEL HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
LEL METER HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
4-GAS METER HOURLY RATE DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	

(continue if you wish to submit additional equipment)

# **ATTACHMENT F**

# **GENERATORS/PUMPS/HOSES**

DESCRIPTION	STANDBY RATE	OPERATING RATE	QTY HELD
ELECTRIC GEN kw HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
AIR COMPRESSORcu.ft/min HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	
PUMP (DOUBLE DIAPHRAGMgpm/4 in. HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	
PUMP (PNEUMATIC SUCTION)gpm/4 in. HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	
FUEL TRANSFER PUMP 1 in. HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$ \$	
PUMPgpmin.  HOURLY RATE(min.hrs)  DAILY RATE  WEEKLY RATE  MONTHLY	\$ \$ \$ \$	\$ \$ \$ \$	

# **ATTACHMENT F (continued)**

HOSE (HARD RUBBER) 3 in HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
HOSE (SUCTION) 3in HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$ \$	\$ \$ \$	
HOSE (SUCTION) 6 in HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
HOSE (DISCHARGE) 2 in HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
HOSE (DISCHARGE) 3 in HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
HOSE (DISCHARGE) 6 in HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	
HOSE (TYPE) HOURLY RATE(min.hrs) DAILY RATE WEEKLY RATE MONTHLY	\$ \$ \$	\$ \$ \$	

# **ATTACHMENT F (continued)**

LIGHTS, PORTABLE STAND Size/capacity		
HOURLY RATE(min.hrs)	\$ \$	
DAILY RATE	\$ \$	
WEEKLY RATE	\$ \$	
MONTHLY	\$ \$	
PNEUMATIC NIBBLER		
HOURLY RATE(min.hrs)	\$ \$	
DAILY RATE	\$ \$	
WEEKLY RATE	\$ \$	
MONTHLY	\$ \$	
GASOLINE POWERED CUT OFF SAW		
HOURLY RATE(min.hrs)	\$ \$	
DAILY RATE	\$ \$	
WEEKLY RATE	\$ \$	
MONTHLY	\$ \$	
LEAF BLOWER		
HOURLY RATE	\$ \$	
DAILY RATE	\$ \$	
WEEKLY RATE	\$ \$	
MONTHLY	\$ \$	

(Continue if you wish to submit additional generators/pumps/hoses)

### **ATTACHMENT G**

### **MATERIALS/SUPPLIES**

SMALL TOOLS/PROTECTIVE CLOTHING/STANDARD BUSINESS EQUIPMENT – Costs for non-consumable small tools such as hand tools, rakes, shovels, brooms, knives, and re-usable protective clothing (LEVEL D, working clothes) computers, facsimile, printers are considered part of the overhead and general administrative costs factored into your rates. Virginia Tech shall not pay for such items as direct costs.

DESCRIPTION	PRICE
PLASTIC SHEETING	\$
(Dimensions/Size) Qty(e.g. bale, box/number in box)	
POLLUTION BAGS(Dimensions/Size)	\$
Qty(e.g. bale, box/number in box)	
BARRICADE TAPE(Dimensions/Length of Roll)	\$
DUCT TAPE(Dimensions/Length of Roll)	\$
OIL ABSORBENT PADS	\$
Size#/bale OIL ABSORBENT ROLLS	\$
Size	
OIL ABSORBENT BOOM	\$
Size#/bale	
HAZMAT ABSORBENT PADS	\$
Size#/bale	
HAZMAT ABSORBENT ROLLS	\$
Size	
HAZMAT ABSORBENT BOOM	\$

### ATTACHMENT G (continued)

CONTAINMENT BOOMSize	
DAILY RATE	\$
WEEKLY RATE	\$
MONTHLY RATE	\$
DISPOSABLE COVERALLS (TYVEK)	\$
DISPOSABLE COVERALLS (NITRILE	\$
DISPOSABLE COVERALLS (SARANEX)	\$
DISPOSABLE GLOVES (TYPE)	\$
DISPOSABLE GLOVES (TYPE)	\$
DISPOSABLE BOOTS (TYPE)	\$
DISPOSABLE BOOTS (TYPE)	\$
DISPOSABLE BOOTS (TYPE)	\$
LEVEL A PPE	\$
Description	
LEVEL B PPE	\$
Description	
LEVEL C PPE	\$
Description	
HEPA VACUUM SYSTEM, MER-VACUUM	\$
OPEN HEAD METAL DRUM	\$
CLOSED HEAD METAL DRUM	\$
CLOSED HEAD PLASTIC DRUM	\$
PLASTIC DRUM LINERS (Qty)	\$
DRUM, STAINLESS STEEL	\$
DRUM, VACUUM	\$
INCINERATOR PACK (KILN PACK)	\$

### **ATTACHMENT G (continued)**

5 FALLON BUCKET WITH LID	\$			
OVERPACK DRUM	\$			
OVERPACK POLYDRUM	\$			
LINER FOR ROLL-OFF CAN	\$			
ABSORBENT GRANULARStypesize(lbs)	\$			
PLUG N DIKE	\$			
POLYMERS type size(lbs)	\$			
ROPE (per foot) size	\$			
DISPOSABLE FLEX BINS (W/ LINER & \$				
BLEXBIN CONTAINER ICY	\$			
VOA 40 ML SAMPLE JAR	\$			
GLASS SAMPLE JAR 4 oz.	\$			
PALLET) \$  BLEXBIN CONTAINER ICY \$  VOA 40 ML SAMPLE JAR \$  GLASS SAMPLE JAR 4 oz. \$  GLASS SAMPLE JAR 16 oz \$  GLASS SAMPLE JAR 32 oz \$				
PLASTIC SAMPLE JAR 32 oz	\$			
GLASS SAMPLY JAR 128 oz (1 gal)	\$			
ACTIVATED CARBON (per lb)	\$			
WOODEN STAKES (1"x36")	\$			
WELL CASINGS 2"	\$			
WELL CASINGS 4"	\$			
WELL PACKING MATERIAL	\$			

### **ATTACHMENT G (continued)**

GROUT/BENTINITE	\$
ROAD BOXES	\$
LOCKING RISERS	\$
HGX MERCURY CLEAN UP	\$
DRAGER TUBES	\$
CHLOR-N-OIL TEST KITS	\$
CLEANERS/DEGREASERS/gal.	\$
ABSORBENT GRANULARStypesize(lbs)	\$
NEUTRALIZERStypesize(lbs)	\$
SOAP ASH	\$
TSP	\$
LIME	\$
SODIUM BOCARBONATE	\$
DRY ICE	\$
HYDRAULIC CEMENT	\$
BLEACH	\$
POINT OF USE CARBON TREATMENT	\$
Continue if you wish to submit additional material/supplie	s categories

### ATTACHMENT H

### ANALYSIS IN ACCORDANCE WITH RESOURCES CONSERVATION AND RECOVERY ACT

DESCRIPTION	PRICE
ANALYSIS	\$

Continue if you wish to submit additional Analysis

Contractor may offer fixed price "analysis and/or treatment/disposal" if such pricing is available to customers. If fixed price is offered, indicate whether price is per test, per lb, per ton, etc.

It is not required to offer fixed prices for analysis and/or treatment/disposal; Contractor may fill in "TBN" (to be negotiated) at the time of a requirement the Contractor shall then negotiate that specific requirement with Virginia Tech. Either method, fixed price or TBN, is acceptable for offers under this solicitation

### **ATTACHMENT I**

### TREATMENT AND DISPOSAL OF RECOVERED OIL AND HAZARDOUS SUBSTANCES

DESCRICPTION	PRICE
WASTE PETROLEUM OIL W/WATER (55 GAL. DRUM) BULK PER GAL.)	\$ \$
#2 #4 OIL VIRGIN PROD LESS THAN 5% WATER (55 GAL. DRUM) BULK PER GAL.)	\$ \$
GASOLINE WITH WATER (55 GAL. DRUM) BULK PER GAL.)	\$ \$
OIL & DEBRIS NON-HAZ SOLID (55 GAL. DRUM) BULK PER GAL.)	\$ \$
OIL & DEBRIS NON-HAZ SEMI SOLID (55 GAL. DRUM) BULK PER GAL.)	\$ \$
SOLVENTS FOR FUELS (55 GAL. DRUM) BULK PER GAL.)	\$ \$
SOLVENTS (55 GAL. DRUM) BULK PER GAL.)	\$ \$
HALOGENATED SOLVENTS (55 GAL. DRUM) BULK PER GAL.)	\$ \$
CONCENTRATED ACID (55 GAL. DRUM) BULK PER GAL.)	\$ \$
AVIATION GAS (55 GAL. DRUM) BULK PER GAL.)	\$ \$
JET FUEL (55 GAL. DRUM) BULK PER GAL.)	\$ \$

### **ATTACHMENT I (continued)**

WATER SOLUBLE SOLVENTS	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
CHROMIC ACID SOLUTIONS	•
(55 GAL. DRUM)	\$
BULK PER GAL.)	Φ
ALKALINE WASTEWATER	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
,	
ACIDIC WASTEWATER	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
OXIDIZER SOLUTION	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
CYANIDE/SULFIDE SOLUTION	
(55 GAL. DRUM)	\$
BULK PER GAL.)	φ \$
BOERT ER GAE.)	Ψ
CYANIDE WITH ORGANICS	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
NITRIC ACID SOLUTION	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
COOLANTS	Φ.
(55 GAL. DRUM) BULK PER GAL.)	\$
BOLK PER GAL.)	Φ
CYANIDE SOLIDS	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
	-
RCRA SOLIDS LANDFILL	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$

### **ATTACHMENT I (continued)**

DIISOCYANATES	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
OF MUSICULES FOR FUEL O	
SEMI-SOLIDS FOR FUELS	rh.
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
SOLID FOR FUELS	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
SOLIDS FOR INCINERATION	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
PCBS FOR INCINERATION	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
PCBS FOR LANDFILL	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
SOIL WITH LEAD	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
CONTAMINATED EMPTY DRUM	
(55 GAL. DRUM)	\$
BULK PER GAL.)	\$
PESTICIDES	
	\$
· ·	\$ \$

Continue if you wish to submit additional treatment and disposal of recovered oil and hazardous substances

Contractor may offer fixed price "analysis and/or treatment/disposal" if such pricing is available to customers. If fixed price is offered, indicate whether price is per test, per lb, per ton, etc.

It is not required to offer fixed prices for analysis and/or treatment/disposal; Contractor may fill in "TBN" (to be negotiated) at the time of a requirement the Contractor shall then negotiate that specific cost with Virginia Tech.

### **ATTACHMENT J**

### **DISPOSAL RATES**

<b>\$</b>	
\$	
\$	
\$	
<b>\$</b>	

(Provide unit pricing for all disposal options to be considered as part of this proposal)

### ATTACHMENT K

### **EMERGENCY INCIDENT RESPONSE**

All proposals submitted to Virginia Tech for the provision of immediate response, cleanup, and mitigation for biological and medical wastes emergencies shall include or address the items listed below. Virginia Tech reserves the right to reject any proposal that does not address each of these items.

N	Medical Waste Transporter Number.
A	Ability to respond on a 24-hour basis.
N	Maintain a 24-hour telephone communications service.
[	Define normal working hours.
	Ability to initiate cleanup operations at the Blacksburg campus within 4 hours of verbal notification and within 12 hours at other Virginia Tech locations within the Commonwealth.
	Demonstrated expertise in situations involving biological and medical wastes.
	Ability to accurately assess the quantity and types of biological and medical wastes/materials.
F	Roster of available qualified response personnel.
8	Standard Operating Procedures and safety protocols.
	Ability to immediately maintain custody of waste and materials and to transport and provide storage of said material until final disposition is authorized by Virginia Tech.
L	_ist of available equipment.
t	Exact fee schedule for labor, vehicles and equipment rental listed to apply for the length of the contract. Labor rates shall include any surcharges for varying levels of personnel protection, as well as rates for overtime.
k	dentification of any required Subcontractor assistance for labor or equipment and any additional fees associated with their procurement.

### ATTACHMENT L

### HAZARDOUS WASTE/MATERIALS AND PETROLEUM SPILL RESPONSE

All proposals submitted to Virginia Tech for the provision of immediate response and cleanup for hazardous wastes/materials and petroleum emergencies shall include or address the items listed below. Virginia Tech reserves the right to reject any proposal that does not address each of these items.

 _ Ability to respond on a 24-hour basis.
 Maintain a 24-hour telephone communications service.
 _ Define normal working hours.
 _Ability to initiate cleanup operations at the Blacksburg campus within 5 hours of verbal communication.
 Demonstrated expertise in situations involving hazardous waste/materials and petroleum cleanup.
 _ Ability to accurately assess the quantity and types of wastes/materials.
 _Roster of available qualified response personnel.
 _Standard Operating Procedures and safety protocols.
 _ Ability to immediately maintain custody of waste and materials and to transport and provide storage of said material until final disposition is authorized by Virginia Tech.
 _ List of available equipment.
 Exact fee schedule for labor, vehicles and equipment rental listed to apply for the length of the contract. Labor rates shall include any surcharges for varying levels of personnel protection, as well as rates for overtime.
 _ Identification of any required Subcontractor assistance for labor or equipment and any additional fees associated with their procurement.

### ATTACHMENT M

### **CONFIDENTIALITY AGREEMENT**

Confidentiality Clause: The circumstances giving rise to remedial bio-hazard clean-up and repair generally involve a tragic event that affects Virginia Tech personnel and/or students. Virginia Tech may, at its sole discretion, require the contractor and the contractor's agents, employees and sub-contractors to enter into a confidentiality agreement prior to the initiation of any remedial actions. The confidentiality agreement may include, but not be limited to, the following: All personnel and agents utilized in any capacity for this project will be required to sign a confidentiality agreement to prohibit taking of photographs, images, or recordings of any kind. Further, the confidentiality agreement will prohibit the contractor, contractor's agency, employees, and subcontractors from having any contact with, disclosure, and discussions of any kind about the Virginia Tech remediation project with any third party. The only exceptions to disclosure will those disclosures that are legally mandated by law enforcement, and/or Virginia or federal regulatory agencies.

[Name of Contractor] agrees that any breach of this confidentiality agreement would have an egregious effect on Virginia Tech and those affected by the event of [date] and therefore, special damages would not be an adequate remedy if [Name of Contractor] or any of its agents breaches this confidentiality agreement. Accordingly, Contractor agrees that, in the event of a breach of the Confidentiality Agreement, Virginia Tech would be entitled to liquidated damages in an amount equal to the full value of the contract. [Name of Contractor] further agrees that if any [Name of Contractor] employee or agent commits or is about to commit a breach of the confidentiality agreement, Virginia Tech shall have the right to immediately obtain an injunction and to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction without having to post bond or other security and without having to prove the inadequacy of other remedies because any such breach will cause irreparable injury to Virginia Tech and that money damages will not provide an adequate remedy to Virginia Tech. In addition, Virginia Tech may take all other such actions and remedies available to it in law or equity and shall be entitled to such damages as it can show it has sustained by reason of such breach.



### VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PROCUREMENT DEPARTMENT

### ADDENDUM NO. 1

**DATE:** December 4, 2023

**TO**: All Offerors

**FROM:** Levi Henry, Contracting Officer

TOTAL PAGE(S): 4 pages

**SOLICITATION TITLE:** Environmental and Hazardous Incident Response and Compliance

Services

**SOLICITATION NUMBER:** 952642401

### I. CLARIFICATIONS AND ADDITIONAL INFORMATION

- 1. The due date and hour for proposal submission has been changed from 3:00 PM December 8, 2023 to **3:00 PM December 15, 2023**.
- 2. The attendance roster from the optional pre-proposal conference held on November 17, 2023 is included as ATTACHMENT A.

### II. REQUESTS FOR INFORMATION

**1.** Is Virginia Tech willing to negotiate the Terms and Conditions of Attachment A?

<u>Virginia Tech Response</u>: Please provide redlines to any terms and conditions you cannot agree to along with your proposal. Be advised that all terms and conditions are subject to review and approval by the Virginia Commonwealth Attorney's office which may cause delays in the award process.

**2.** Does the contractor have the ability to adjust rates over the base contract and extension periods? If so, please describe the process.

<u>Virginia Tech Response</u>: Awarded contractor(s) will have the ability to implement price/rate increases at the time of renewal. Typically, a renewal inquiry is sent out 6 months prior to expiration of the current term and contractor(s) can provide updated rates during this time.

**3.** Please provide a list of all Virginia Tech locations that the contractor must be able to reach within 12 hours.

<u>Virginia Tech Response</u>: Off-campus properties can be found listed on our website at the link below:

https://history.unirel.vt.edu/physical\_plant/off\_campus\_properties.html

**4.** Is the contractor able to markup subcontracted labor/equipment/supplies or do they have to hold to the prices listed on the pricing sheets?

<u>Virginia Tech Response</u>: Contractor will be held to the prices listed on the pricing sheets. If utilizing a subcontractor for specific services, build the total cost into your pricing.

**5.** Given the five- and twelve-hour response times, is the contractor able to charge for travel time?

<u>Virginia Tech Response</u>: All rates provided will be held constant for the Blacksburg and Roanoke properties. Vendors are able to provide a fuel surcharge for travel to locations other than Blacksburg and Roanoke.

**6.** Can Virginia Tech list current rates and providers under this contract?

<u>Virginia Tech Response</u>: The current contracts for these services are publicly posted on Virginia Tech's website at the following link: https://contractsearch.procurement.vt.edu/

Current vendors under contract for these services are WEL Inc. and ServPro.

**7.** Does the contractor have the ability to charge a separate recovery fee to account for fuel under this contract or does fuel have to be wrapped into other rates?

<u>Virginia Tech Response</u>: The contractor will be held to the rates provided for the Blacksburg and Roanoke properties. For locations other than Blacksburg and Roanoke, the contractor is able provide a fuel surcharge fee.

**8.** Do contractors have to submit proposals for both the biological/medical waste emergencies (Attachment K) and hazardous waste/petroleum spill cleanup (Attachment L) or can they only submit for one of them?

<u>Virginia Tech Response</u>: No, contractors only need to submit proposals for the services they are able to provide.

**9.** Who has right to execute the renewal years—contractor, Virginia Tech, or is it a mutual right?

<u>Virginia Tech Response</u>: Virginia Tech will execute the renewals. However, this can be further discussed during final negotiations.

**10.** Can Virginia Tech provide the number of times this contract has been utilized over the last three years and volumes and types of waste shipped for each incident?

<u>Virginia Tech Response</u>: On average, the approximate annual spend for these services has been around \$120,000. The most common types of incident response services have included non-hazardous gravel and sand removal, water damage mitigation and remediation services, sewer damage mitigation, commercial dryer vent cleanouts, fume hood and exhaust cleanouts, etc.

**11.**Is Virginia Tech requiring contractors to provide spend goals or percentages for SWaM participation or is it seeking to learn more about their small business and diversity program and goals?

<u>Virginia Tech Response</u>: If contractors will be utilizing a SWaM subcontractor we ask that you provide a percentage of anticipated participation. If the prime or subcontractor is SWaM certified by the Virginia SBSD we ask that you provide that certification information.

# ATTACHMENT A

# VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY ATTENDANCE ROSTER NON-MANDATORY PRE-PROPOSAL CONFERENCE

RFP Number 952642401

Date: November 17, 2023 Time: 10:00 AM

# PLEASE PRINT

PHONE/FAX/EMAIL	EMAIL(s): julie@servprormp.com; kevin@servprormp.com; qmongan@servprormp.com; kayla@servprormp.com; loliver@servprormp.com; dpasquinelli@servproctn.com	EMAIL: robquarles@ccsroa.com	EMAIL: jeremy.ford@rvarestoration.net	EMAIL: victor.jackson@veolia.com	EMAIL: Connelly.michael@cleanharbors.com
COMPANY NAME	ServPro of Roanoke, Montgomery, and Pulaski Counties; ServPro of Chesterfield	Consolidated Construction Services	First Atlantic Restoration (dba RVA Restoration)	Veolia	Clean Harbors Environmental Services
REPRES ENTATIVE	Julie Wilburn Kevin Lancaster Quinn Mongan II Kayla Henson Lily Oliver	Robert Quarles	Jeremy Ford	Tony Jackson	Michael Connelly



## VIRGINIA TECH REQUEST FOR PROPOSAL (RFP) #952642401

### "ENVIRONMENTAL AND HAZARDOUS INCIDENT RESPONSE AND COMPLIANCE SERVICES"

OPENING DATE: DECEMBER 15, 2023
OPENING TIME: 3:00 PM







### **Emergency Response Center Locations**

- Concord (Lynchburg), Virginia
- \* Roanoke, Virginia
- **Bluefield**, West Virginia

(800) 847-2455

1	RFP GENERAL INFORMATION			
2	STATEMENTS			
3	QUALIFICATIONS AND EXPERIENCE			
4	KEY PERSONNEL			
5	GEOGRAPHIC OFFICE LOCATIONS CONTACT INFORMATION			
6	CAPABILITIES, TRAINING AND EQUIPMENT			
7	PLAN FOR PROVIDING RFP SERVICES			
8	PRICING			
9	SWaM UTILIZATION			
10	REFERENCES			
11	PERMITS AND LICENSES			
12	CERTIFICATE OF INSURANCE			
	<i>∞</i>			

RFP # 952642401, Environmental and Hazardous Incident Response and Compliance Services

### INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until December 8, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>INQUIRIES</u>: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231-7852 e-mail: Ihenry29@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on November 27, 2023. Inquiries must be submitted to the procurement officer identified in this solicitation.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on Friday November 17, 2023 at 10:00 AM. See RFP Section IX, Pre-proposal Conference for additional information.

### PROPOSAL SUBMISSION:

### \*Please note, proposal submission procedures have changed effective March 2023.

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

### Proposals must be submitted electronically at:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

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 or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _	Centre 1/L	Date:	12/15/23	
	/ / [INCLUDE THIS PAGE]	-		



### VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PROCUREMENT DEPARTMENT

### ADDENDUM NO. 1

DATE: December 4, 2023

TO: All Offerors

FROM: Levi Henry, Contracting Officer

TOTAL PAGE(S): 4 pages

**SOLICITATION TITLE:** Environmental and Hazardous Incident Response and Compliance

Services

SOLICITATION NUMBER: 952642401

### I. CLARIFICATIONS AND ADDITIONAL INFORMATION

- 1. The due date and hour for proposal submission has been changed from 3:00 PM December 8, 2023 to 3:00 PM December 15, 2023.
- 2. The attendance roster from the optional pre-proposal conference held on November 17, 2023 is included as ATTACHMENT A.

### II. REQUESTS FOR INFORMATION

1. Is Virginia Tech willing to negotiate the Terms and Conditions of Attachment A?

<u>Virginia Tech Response</u>: Please provide redlines to any terms and conditions you cannot agree to along with your proposal. Be advised that all terms and conditions are subject to review and approval by the Virginia Commonwealth Attorney's office which may cause delays in the award process.

2. Does the contractor have the ability to adjust rates over the base contract and extension periods? If so, please describe the process.

<u>Virginia Tech Response</u>: Awarded contractor(s) will have the ability to implement price/rate increases at the time of renewal. Typically, a renewal inquiry is sent out 6 months prior to expiration of the current term and contractor(s) can provide updated rates during this time.

3. Please provide a list of all Virginia Tech locations that the contractor must be able to reach within 12 hours.

<u>Virginia Tech Response</u>: <u>Off-campus properties can be found listed on our website at the link below:</u>

https://history.unirel.vt.edu/physical plant/off campus properties.html

**4.** Is the contractor able to markup subcontracted labor/equipment/supplies or do they have to hold to the prices listed on the pricing sheets?

<u>Virginia Tech Response</u>: Contractor will be held to the prices listed on the pricing sheets. If utilizing a subcontractor for specific services, build the total cost into your pricing.

**5.** Given the five- and twelve-hour response times, is the contractor able to charge for travel time?

<u>Virginia Tech Response</u>: All rates provided will be held constant for the Blacksburg and Roanoke properties. Vendors are able to provide a fuel surcharge for travel to locations other than Blacksburg and Roanoke.

6. Can Virginia Tech list current rates and providers under this contract?

<u>Virginia Tech Response</u>: The current contracts for these services are publicly posted on Virginia Tech's website at the following link: <a href="https://contractsearch.procurement.vt.edu/">https://contractsearch.procurement.vt.edu/</a>
Current vendors under contract for these services are WEL Inc. and ServPro.

7. Does the contractor have the ability to charge a separate recovery fee to account for fuel under this contract or does fuel have to be wrapped into other rates?

<u>Virginia Tech Response</u>: The contractor will be held to the rates provided for the Blacksburg and Roanoke properties. For locations other than Blacksburg and Roanoke, the contractor is able provide a fuel surcharge fee.

8. Do contractors have to submit proposals for both the biological/medical waste emergencies (Attachment K) and hazardous waste/petroleum spill cleanup (Attachment L) or can they only submit for one of them?

<u>Virginia Tech Response</u>: No, contractors only need to submit proposals for the services they are able to provide.

**9.** Who has right to execute the renewal years—contractor, Virginia Tech, or is it a mutual right?

<u>Virginia Tech Response</u>: Virginia Tech will execute the renewals. However, this can be further discussed during final negotiations.

**10.** Can Virginia Tech provide the number of times this contract has been utilized over the last three years and volumes and types of waste shipped for each incident?

<u>Virginia Tech Response</u>: On average, the approximate annual spend for these services has been around \$120,000. The most common types of incident response services have included non-hazardous gravel and sand removal, water damage mitigation and remediation services, sewer damage mitigation, commercial dryer vent cleanouts, fume hood and exhaust cleanouts, etc.

11. Is Virginia Tech requiring contractors to provide spend goals or percentages for SWaM participation or is it seeking to learn more about their small business and diversity program and goals?

<u>Virginia Tech Response</u>: If contractors will be utilizing a SWaM subcontractor we ask that you provide a percentage of anticipated participation. If the prime or subcontractor is SWaM certified by the Virginia SBSD we ask that you provide that certification information.

DocuSign Envelope ID: 53266A7F-242F-4CD0-88F2-519E9364158F

**STATEMENTS** 

### STATEMENTS

- W.E.L., Inc. (WEL), hereby authorizes and encourages the use of cooperative procurement of any resulting contract issued from this solicitation. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract. This includes all Virginia Association of State College & University Purchasing Professionals (VASCUPP) member institutions, in all zones.
- WEL agrees to an inspection of our facilities and equipment by Virginia Tech personnel prior to the award of any resulting contract from this solicitation and at period intervals if requested.
- Virginia Tech is not obligated or limited to any level of business under this
  contract. Virginia Tech may place orders under this agreement when most
  advantageous to Virginia Tech considering the location, nature and size of the
  incident, the prevailing weather and availability of necessary personnel and
  the material and equipment and capabilities of WEL.
- WEL may be required to participate in one uncompensated practice response situation conducted at a time mutually convenient to Virginia Tech and WEL, and any training sessions conducted by WEL independently shall be made available to Virginia Tech personnel.
- The responsibilities of supervision personnel for any resulting contract <u>will not</u> be subcontracted by WEL.
- WEL will obtain all necessary licenses and permits required by applicable, federal, state and local laws and regulations before commencing performance on any activity requiring licenses and/or permits.
- WEL understands and is experienced with all work to be performed within this solicitation and any resulting contract.
- No owners, officers, employees, agents, or their immediate family members of WEL are currently, or have been in the past year, an employee of Virginia Tech or has any responsibility or authority with Virginia Tech that might affect the submittal of this RFP or any resulting contract.

DocuSign Envelope ID: 53266A7F-242F-4CD0-88F2-519E9364158F

QUALIFICATIONS AND EXPERIENCE

### **QUALIFICATIONS AND EXPERIENCE**

- Established in 1984 to provide industrial and environmental services in the Central Virginia area, W.E.L., Inc. (WEL), has evolved into a recognized environmental specialties company that provides a full range of environmental response and management services to clients throughout Virginia and the surrounding Mid-Atlantic region.
- In addition to the attached projects performed for various Commonwealth of Virginia agencies between 2018-2023, WEL has also successfully completed over thirteen hundred (1,300) emergency response incidents during the same time period for various government, commercial, and private clients in the Mid-Atlantic region.
- These incidents have involved accidental and intentional releases of petroleum products and hazardous materials/waste into surface waterways, groundwater, surface and subsurface soil stratas and other receptors at fixed facilities and during transportation via land, air and water. During these incidents, containment boom, vacuum trucks, heavy equipment, response trailers, boats, pumps, atmospheric monitoring equipment, PPE (Levels B-D), temporary storage devices, sorbent materials and other response equipment in our inventory, was deployed and utilized.
- By providing the highest level of professional services to our clients and meeting their quality expectations, WEL has established an impressive customer base ranging from government agencies and municipalities to small businesses and Fortune 500 companies including Norfolk Southern Railway Co., Dominion Energy, American Electric Power and many others.
- Major industries, including regional manufacturers, trucking terminals, utilities, bulk storage facilities and railroads routinely use our capabilities for a variety of needs including environmental investigations, emergency spill response and routine industrial services.

### Commonwealth of Virginia Contracts and Performance Areas (2018-2023)

Name of Agency: Virginia Polytechnic Institute and State University (Virginia Tech)

Contract Number: VTS-857-2018

Contact Title: Environmental Compliance Services

Contract Type: Request For Proposal / Competitive Negotiations

Description of Contract: Provide on-call, emergency services for immediate response,

cleanup, and mitigation of hazardous materials/waste, and

petroleum spills at Virginia Tech facilities throughout Virginia. .

Total Contract Value: Confidential

Period of Performance: 2018 to Present

Contracting Officer:

Name of Agency: Virginia Polytechnic Institute and State University (Virginia Tech)

Contract Number: VTS-859-2018

Contact Title: Emergency Incident Response Services

Contract Type: Request For Proposal / Competitive Negotiations

Description of Contract: Provide on-call, emergency services for immediate response,

cleanup, and mitigation of biohazards, trauma, and crime scene

incidents at Virginia Tech facilities throughout Virginia...

Total Contract Value: Confidential

Period of Performance: 2018 to Present

Contracting Officer:

Name of Agency: Virginia Dept. of Corrections

Contract Number: 050219-13

Contact Title: Environmental Services

Contract Type: Invitation For Bid / Competitive Negotiations

Description of Contract: Term contract for environmental services at various departments

of correctional facilities.

Total Contract Value: Confidential

Period of Performance: 2019 to Present

Contracting Officer:

Name of Agency: Virginia Dept. of Environmental Quality (DEQ)

Contract Number: Varies

Contact Title: Emergency Response and Initial Abatement of Petroleum and

Hazardous Material Releases.

Contract Type: Emergency

Description of Contract: Provide emergency response and initial abatement of petroleum,

fuel and hazardous material releases from transportation and/or

fixed facility incidents as needed.

Total Contract Value: Confidential

Period of Performance: 2018 to Present

Contracting Officer: Varies Upon DEQ Regions throughout the Commonwealth.

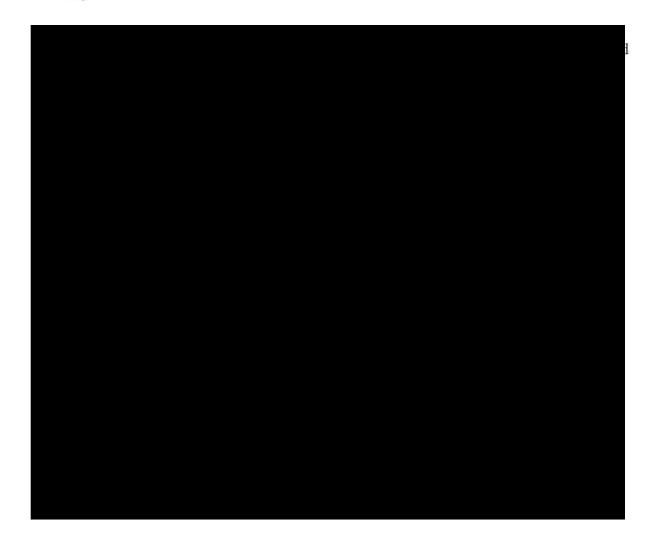
DocuSign Envelope ID: 53266A7F-242F-4CD0-88F2-519E9364158F

**KEY PERSONNEL** 

### William E. Litchford Owner / President



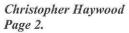
William E. Litchford Page 2.

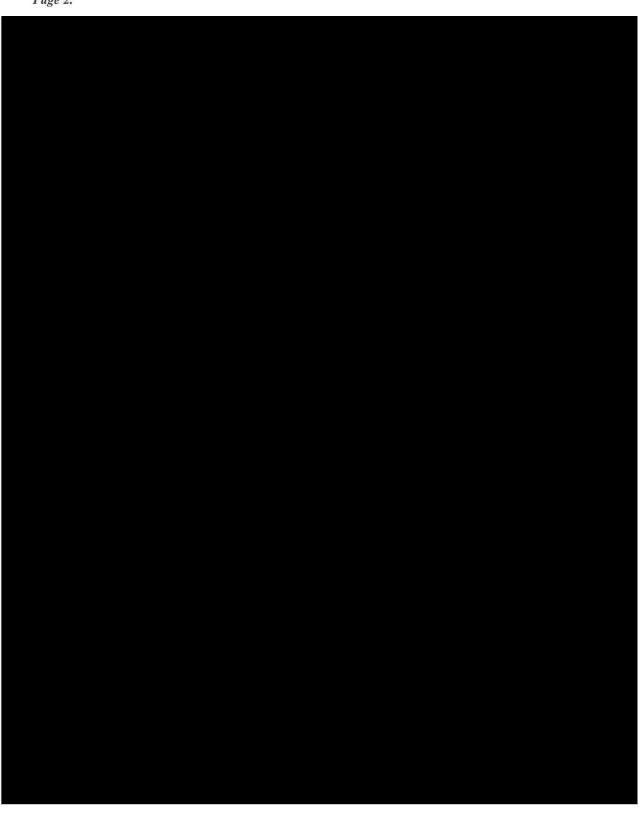


### **Christopher A. Haywood**

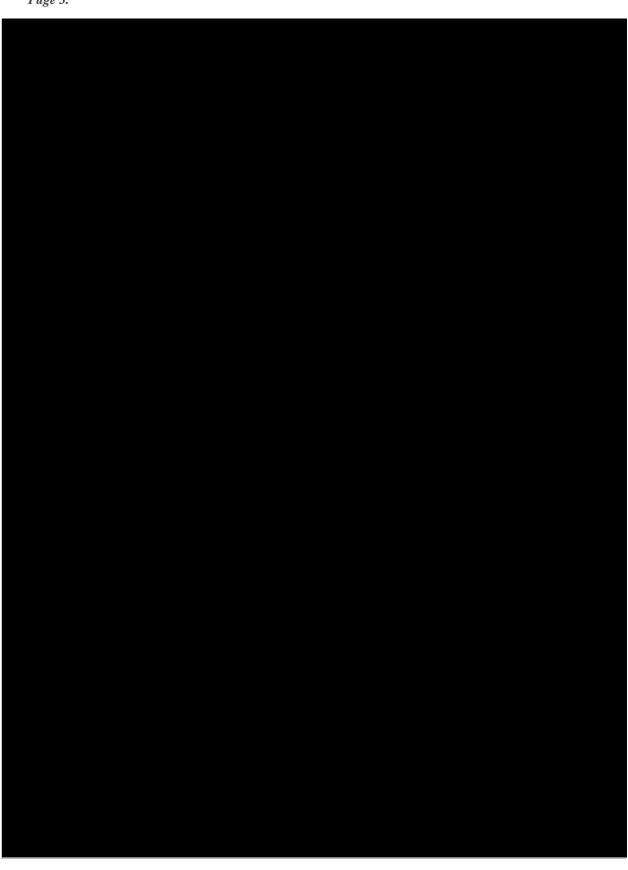
**Vice President** 







Christopher Haywood Page 3.



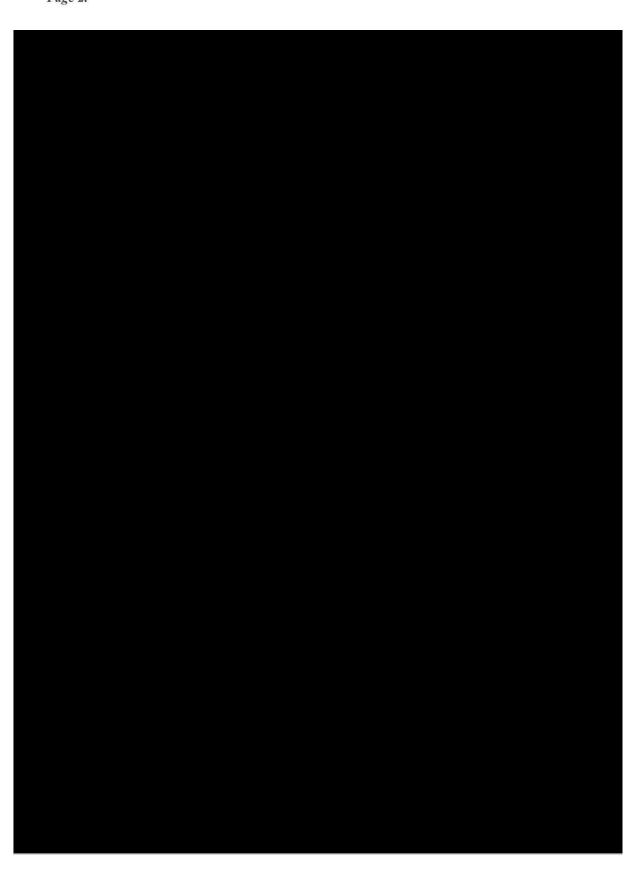
Christopher Haywood Page 4.



## Joseph R. Rakes Branch Manager (Roanoke, VA)



Joseph Rakes Page 2.

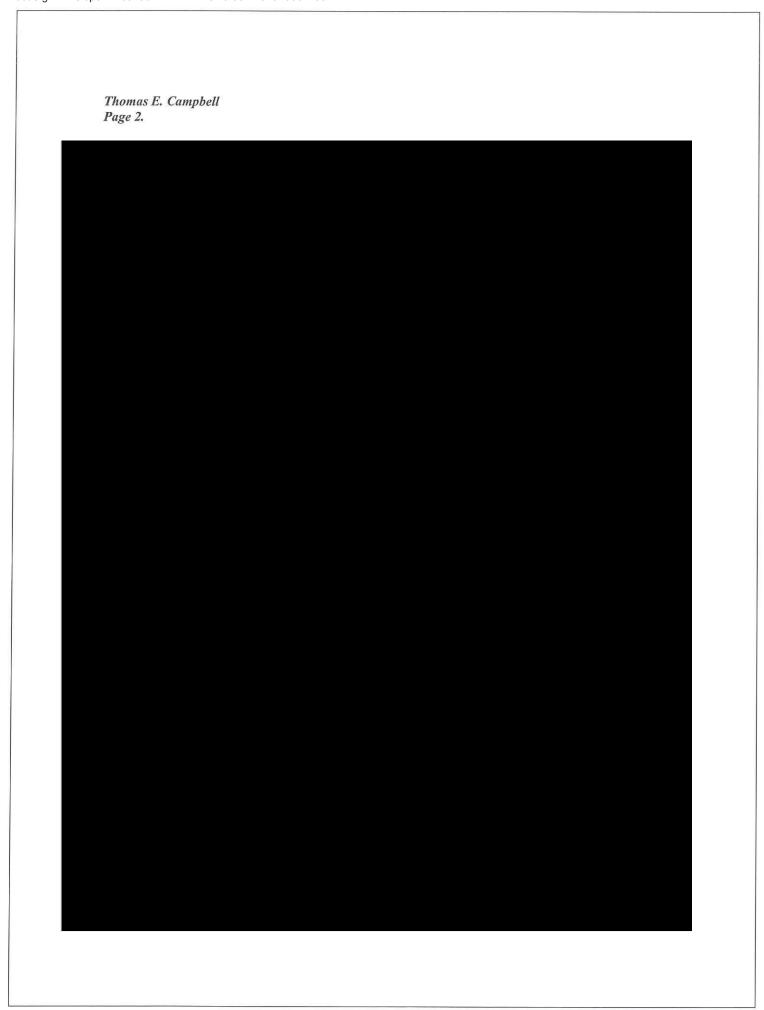


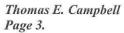
Joseph Rakes Page 3.

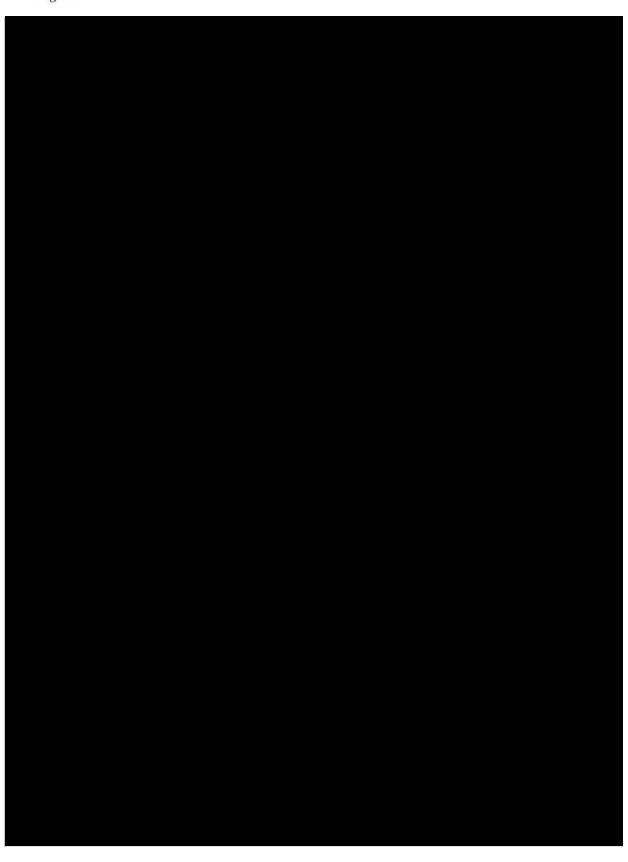


# **Thomas E. Campbell Safety Officer / Project Manager**









## GEOGRAPHIC OFFICE LOCATIONS CONTACT INFORMATION

### GEOGRAPHIC OFFICE LOCATIONS

- W.E.L., Inc. (WEL), has three (3) facilities that provide emergency spill response services throughout the Commonwealth of Virginia. These facilities are located as follows:
  - Corporate Office
     12236 Richmond Highway
     Concord, VA 24538
  - Roanoke Branch Office 800 Liberty Road, NE Roanoke, VA 24012
  - Bluefield Branch Office 101 Old Princeton Road Bluefield, WV 24701
- Based on the strategic locations of our response facilities, WEL has the ability to respond to all Virginia Tech facilities/properties located in Virginia within a five (5) hour time period following initial notification.
- All WEL facilities and personnel are available for response 24/365 and can be reached via our 24 hour emergency dispatch at 800-847-2455.

CAPABILITIES, TRAINING AND EQUIPMENT

#### CAPABILITIES, TRAINING & EQUIPMENT

- W.E.L., Inc. (WEL), currently has forty-one (41), full time and part time responder personnel available throughout our three (3) offices. WEL personnel are highly trained and experienced in emergency response, environmental investigation and remediation activities. WEL places great emphasis in on-going training programs dealing with OSHA, DOT, and EPA procedures and regulations. All personnel complete Hazardous Waste Operations and Emergency Response (HAZWOPER) training with specific personnel completing more advanced training and certifications such as "Hazardous Materials Specialist", and "Tank Car Specialist".
- WEL maintains an "Employee Health & Safety Manual" which provides company standard operating procedures (SOP's) and policies for subjects ranging from new employee safety orientation to key control security plans. A copy of all policies are available for review and inspection, if requested.
- WEL owns, operates and maintains a variety of equipment in accordance with the Oil Pollution Act of 1990 (OPA 90). This allows WEL to handle any service project with in-house, ready to respond equipment, rather than relying on "rental equipment" during an emergency incident. All response units and equipment are ready 24 hours a day to mobilize to the scene of an environmental incident at any of the Virginia Tech locations throughout the Commonwealth of Virginia.



#### Federal ID Number 54-1741637

## Safety Management System

Doc	# Subject	Rev. #	_Doc#	<u> Subject</u>	Rev.#
0000000	l General Safety-Health Provision	4	L-101	Forklift & Industrial Truck	4
A-102	2 Injury Illness Recordkeeping	4	L-102	Aerial Lifts	4
A-103	Incident Investigation & Reporting	4	L-103	Construction Cranes	4
A-104	Fit for Duty	1	L-104	Rigging Material Handling	3
A-105	Disciplinary Program	4	L-105	Ladder Safety	3
A-106	Access to Employee Medical & Exposure Record	ls 4	L-106	Scaffolds	2
A-107	DOT Drug & Alcohol Policy	1	M-101	Electrical Safety Awareness	3
A-108	NON Drug & Alcohol Policy	1	M-102	Electrical Safety - NFPA 70E	2
B-101	Job Competency	2		Assured Fauinment Grounding	4
B-102	Hazard Identification and Risk Assessment	3		Hand and or Power tools Programs	3
	Heat Illness Prevention	3		Vacuum Trucks	3
B-104	Cold Weather Safety/Cold Stress	4		Moblie Equipment	^
B-105	Manual Lifting			Ahrasiya Rlastina	4
B-106	Working Alone	2	P-102	Compressed Air	2
B-107	Working Near Water	2	P-103	Hydro-Rlacting	4
B-108	Subcontractor Management Plan		100000000	Fire Protection Extinguishers	2
B-109	Process Safety Management (PSM)	3		Welding Cutting Hot Work	3
B-110	Short Service Employee Program (SSE)	1		Demolition Safety Program	2
C-101	Compressed Gas Cylinders	4		Demolition & Blasting Program	2
D-101	Driving Safety	3		Trenching Shoring Excavation	3
D-102	Transportation of Hazardous Materials	3	Z-101	Ammonia Avvoyanass	2
E-101	Emergency Action Plan	2	Z-102	Arsenic	2
E-102	General Waste Management	4	Z-103	Asbestos Awareness	4
E-103	Spill Prevention & Response	AND THE PROPERTY OF THE PARTY O	Z-104	Asbestos Management Maintenance Work	4
E-104	Hazwoper RCRA		Z-105	Renzene & Renzene Awareness	4
F-101	First Aid	2	1000000000	Rutadiene Awareness	2
F-102	Bloodborne pathogens	1		Cadmium	3
F-103	Noise Awareness	3	Z-108	Gaseous Chlorine Awareness	1
F-104	Noise Exposure	3		Hexavalent Chromium	2
	Pandemic Preparedness	1	Z-110	Hydrogen Sulfide H₂S	3
G-101	Personal Protective Equipment & Assessments	3	Z-111	Hydrogen Sulfide H₂S (Railroad Tank Cars)	4
H-101	Respiratory Protection		Z-112	Lead Awareness	
H-102	Lockout Tagout	and the second second second	Z-113	T - 1 A1 / D	A STATE OF THE STA
	Fall Protection	3		Nitrogen Awareness	•
H-104	Confined Space Program	4		Radiation Safety Procedure	
H-105	Inert Space Entry		Z-116	Silica	3
J-101	Stop Work Authority		Z-117	Silica Exposure Control	3
K-101	Hazard Communication (HAZCOM)	2		••••••••••	

## **AVAILABLE PERSONNEL AND EQUIPMENT**

	WEL	WEL	WEL
Description	Concord,	Roanoke,	Bluefield,
	VA	VA	WV
Personnel	25	10	6
Emergency Response Box Truck	3	2	1
HazMat Response Truck	1	1	
Box Truck w/Liftgate	3	1	1
Dump Truck - Tandem	7	2	
Dump Truck - Tri Axle, Quints/Quads	15	4	1
Pipe Jetter Truck or Trailer	2		
Road Tractor	20	2	
Roll-Off Truck	3	1	
Stake Bed Truck w/Liftgate	1	1	
Vac-Con Truck	1		
Vac Truck - Air Mover	2	2	1
Vac Truck - HiRail, Air Mover	4	1	
Vac Truck - HiRail, Liquid		1	
Vac Truck – Liquid (3000-3500 Gal.)	3	2	1
Vac Tanker (5000-6000 Gal.)	2		
Dump Trailer	5		
Emergency Response Trailer	2	1	
Tanker (5000-10,000 Gal.)	3		
Boat (22' Center Console)		1	
Boat (Jon Boat w/Motor)	2	3	
Backhoe	3	1	1
Bulldozer	2		
Excavator (Long Reach)	1		
Excavator (PC150 - PC300)	6	1	
Excavator (PC35 - PC78)	2	1	1
Rubber Tire Loader	3	3	
Skid Steer Loader	2	1	
Skid Steer Loader w/Sweeper	1	1	
Track Loader	2	1	
High Capacity Pump (4-6")	3	-	
Air Compressor (175-235 cfm)	2	2	1
Betts Valve	1	1	•
Containment Boom (10-18")	20,000'	20,000'	1,000'
Light Plants	3	3	1
Mercury Vacuum	1	1	
Pressure Washer / Steam Cleaner	4	3	1
Roll-Off Boxes (20-30 CY)	20	5	1

PLAN FOR PROVIDING RFP SERVICES

#### PLAN FOR PROVIDING RFP SERVICES

When contacted for assistance by the Virginia Polytechnic Institute and State University (Virginia Tech) in the event of an actual or threatened release of hazardous materials/waste and/or petroleum products, W.E.L., Inc. (WEL) will take the following steps to insure that the response is timely and adequate in accordance with all applicable Virginia Tech, OSHA, EPA, Federal, State, and Local laws, regulations and codes.

- Virginia Tech will be provided with a 24-hour emergency telephone number maintained by WEL for immediate dispatch of a qualified representative (Manager and/or Supervisor) who is sufficiently trained and authorized to initiate corrective action at the scene of an emergency on any Virginia Tech location/property within five (5) hours of verbal notification by Virginia Tech.
- The WEL Emergency Response Manager and/or Supervisor will respond to the scene of the incident and will establish on site contact with the designated Virginia Tech representative to determine appropriate containment and abatement options for the situation and to insure that proper lines of communication, safety and security procedures are properly established, and followed by all personnel involved.
- WEL will be prepared to commence containment and abatement operations within the established five (5) hour time frame and will continue operations uninterrupted until notified to discontinue such operations by Virginia Tech. WEL will be prepared to work under the direction of Virginia Tech and/or Consultants employed by and responsible to Virginia Tech.
- In the event of a large incident, WEL will be prepared to submit any required documents such as "Health and Safety Plans", "Initial Abatement Measures Plan", "Site Characterization Plan" and/or "Corrective Action Plans" in conjunction with any Virginia Tech designated Consultant, to address the Scope of Work, Hazard Assessments, Health and Safety, Security/Confidentiality and other requirements as needed.
- In any response event, regardless of size or magnitude, a daily site safety form covering Scope of Work, Hazard Assessments, PPE, Engineering Controls and Emergency Procedures will be prepared by WEL for review and signature by all site personnel.
- Following the successful completion of all containment, abatement and decontamination activities, all recovered and properly packaged Non-Hazardous/ Non-RCRA regulated waste such as petroleum products and petroleum impacted waste materials will be appropriately labeled, manifested and immediately removed from the scene for transport to a WEL facility for processing and proper reclamation/ disposal.
- Any suspect or designated <u>"Hazardous Waste"</u> materials recovered during emergency response and spill abatement activities will be properly packaged in accordance with hazard classifications, labeled and placed in a designated Virginia Tech waste storage area pending proper testing (if needed), necessary waste profiling and ultimate disposal.

- Applicable Hazardous Waste Manifest(s), Land Disposal Restriction forms and Universal Treatment Standard forms will be prepared by WEL and submitted to Virginia Tech personnel for review and signature. A copy of each will be provided to Virginia Tech personnel at time of waste pick-up.
- All properly packaged and labeled hazardous waste materials will be transported by EPA permitted, hazardous waste transporters to the applicable treatment/disposal facilities.
- After receipt of waste materials at the approved facility, a copy of the hazardous waste manifest signed by a representative of the treatment, reclamation and/or disposal facility will be submitted to Virginia Tech within thirty (30) days after acceptance.
- Prior to initiating demobilization activities, WEL will insure that all materials, equipment and rubbish has been removed and will insure that the work area is clean, orderly and safe for entry by Virginia Tech personnel.
- WEL will prepare Incident Daily Resource Reports which will be made available for inspection by Virginia Tech as requested. A complete and accurate copy of such reports will be delivered daily to designated Virginia Tech representatives.
- Following the completion of all emergency response and abatement/remediation
  activities for the incident, WEL will prepare a written incident report with supporting
  documentation (photos, maps, manifests, disposal documentation, etc.) for submittal
  to Virginia Tech. WEL will also prepare or assist with submittal of any additional
  reports as required by other Federal, State, and Local agencies if necessary.

All work performed by WEL, including but not limited to: worker protection, response activities, labeling, manifesting, transporting and disposing of hazardous and non-hazardous, shall adhere to applicable requirements and provisions of the Code of Federal Regulations (CFR) as they pertain to the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), as well as the applicable rules and regulations of the Commonwealth of Virginia.

## **PRICING**



## 24 Hour Emergency Response 800-847-2455

#### VIRGINIA TECH **EMERGENCY SERVICES FEE SCHEDULE**

PERSONNEL:	(S/T)	(O/T)
Emergency Response Manager	\$135.00	\$202.50
Project Manager	\$125.00	\$187.50
Health & Safety Officer	\$120.00	\$180.00
Geologist	\$110.00	\$165.00
Disposal Coordinator	\$100.00	\$150.00
Supervisor / Foreman	\$100.00	\$150.00
HazMat Technician	\$90.00	\$135.00
Equipment Operator / CDL Driver	\$80.00	\$120.00
Technician	\$75.00	\$112.50

OVERTIME: Charges will occur between 5:00 PM through 7:00 AM (Monday-Friday) and all hours on Saturday or Sunday.

BILLABLE HOURS: Labor hours will be charged for time actually spent at the job site under the authority of Virginia Tech and for time spent travelling to and from the work site in excess of normal commuting distances for the area.

> Fractional parts of an hour will be charged on a pro-rated basis to the nearest quarter.

PER DIEM: Overnight Lodging - \$ 1/5.00 per person/per day Meals Only - \$ 35.00 per person/per day.

Personnel are billed with a minimum four (4) hour charge incurred.

VEHICLES (Non-CDL) ER Box Truck HAZMAT Response Truck One Ton Truck Pickup Truck / SUV / Van	\$ \$	RATE 300.00 per day 600.00 per day 225.00 per day 175.00 per day
VEHICLES (CDL)		RATE
Box Truck w/Liftgate	\$	
Ballin Controls (Eq. 46) - Annual Control (E	8,95	85.00 per hour
Dump Truck - Single Axle	\$	75.00 per hour
Dump Truck - Tandem	\$	85.00 per hour
Dump Truck - Tri Axle / Quad / Quint	\$	95.00 per hour
Knuckle Boom Loader Truck	\$	90.00 per hour
Road Tractor	\$	90.00 per hour
Roll-Back Truck	\$	80.00 per hour
Roll-Off Truck	\$	90.00 per hour
Stake Bed Truck w/liftgate	\$	85.00 per hour
Water Truck (2200-5000 Gal.)	\$	90.00 per hour
Wrecker Truck	\$	95.00 per hour

- All Vehicle rates <u>DO NOT</u> include Operators.
- Vehicles are billed with a minimum four (4) hour or one-half (0.5) day charge incurred.

VACUUM EQUIPMENT	RATE	MISC. CHARGES
HydroVac Truck	\$ 275.00 per hour	
VAC-CON Truck	\$ 225.00 per hour	
VAC Truck - Dry Air Mover	\$ 200.00 per hour	
VAC Truck - High Density/HEPA	\$ 250.00 per hour	
VAC Truck - HiRail/Dry Air Mover	\$ 225.00 per hour	
VAC Truck - HiRail Liquid	\$ 175.00 per hour	
VAC Truck - Liquid (2800-3500 Gal)	\$ 135.00 per hour	
VAC Tanker - (5000-6000 Gal) w/ Road Tractor	\$ 185.00 per hour	
VAC Tanker - Liquid (1000 Gal)	\$ 100.00 per hour	
Clean-Out Charge		\$ 350.00 per unit

- All Vacuum Equipment rates <u>DO NOT</u> include Drivers/Operators.
- All Vacuum Equipment is billed with a minimum four (4) hour charge incurred.

BOATS	RATE		
22' Center Console w/200 HP	\$ 350.00 per day		
12-16' John Boat w/Motor	\$ 175.00 per day		

TRAILERS	RATE	MISC. CHARGES
Boom Trailer	\$ 200.00 per day	
Box Trailer	\$ 150.00 per day	
Cargo/Equipment Trailer	\$ 200.00 per day	
Dump Trailer	\$ 300.00 per day	
Emergency Response Trailer	\$ 350.00 per day	
Lowboy Trailer	\$ 300.00 per day	
Office Trailer / Camper	\$ 300.00 per day	
Tag-A-Long Trailer	\$ 275.00 per day	
Tanker (5000-10,000 Gal.)	\$ 200.00 per day	
Clean-Out Charge (Tankers)		\$ 350.00 per unit

HEAVY EQUIPMENT	RATE
Backhoe w/Extendahoe	\$ 100.00 per hour
Backhoe w/Hydraulic Hammer	\$ 150.00 per hour
Dozer (Cat D6 / Komatsu 58L-S)	\$ 160.00 per hour
Excavator (Long Reach)	\$ 185.00 per hour
Excavator (PC150 up to PC300 / 40-60,000 lb.)	\$ 160.00 per hour
Excavator (PC35 up to PC78 / 10-20,000 lb.)	\$ 110.00 per hour
Excavator w/Hydraulic Hammer	\$ 210.00 per hour
Forklift (Long Reach / Lull)	\$ 110.00 per hour
Forklift	\$ 70.00 per hour
Manlift - 60'	\$ 95.00 per hour
Motorgrader	\$ 135.00 per hour
Pipe Jetter Truck or Trailer	\$ 185.00 per hour
Roller	\$ 110.00 per hour
Rubber Tire Loader	\$ 110.00 per hour
Skid Steer Loader	\$ 90.00 per hour
Skid Steer Loader w/Sweeper Attachment	\$ 110.00 per hour
Track Loader (Cat 973 / Komatsu D75)	\$ 185.00 per hour
Track Loader (Cat 955 / Cat 963)	\$ 130.00 per hour
Tractor (John Deere 4x4 90HP)	\$ 95.00 per hour
Tractor w/Bush Hog	\$ 110.00 per hour
Tub Grinder	\$ 185.00 per hour
Walinga Chem-Veyor	\$ 200.00 per hour

- All Heavy Equipment rates **DO NOT** include Operators.
- Heavy Equipment is billed with a minimum four (4) hour charge incurred and does not include vehicles and equipment required for mobilization and demobilization.

PUMPS	RATE
Diaphragm Pump - 3"	\$ 225.00 per day
Diaphragm Pump - 2" Poly or Stainless Steel	\$ 200.00 per day
Diaphragm Pump - 2"	\$ 150.00 per day
Diaphragm Pump - 1"	\$ 125.00 per day
Guzzy Hand Pump	\$ 50.00 per day
High Volume Water Pump (4-6")	\$ 900.00 per day
Trash Pump (2-3")	\$ 150.00 per day
, , , , , , , , , , , , , , , , , , ,	<u>,                                     </u>
HOSES & PIPE	RATE
Hose, 2-3" Chemical	\$ 3.00 per ft./day
Hose, Smooth Bore ADS Vacuum (20' x 6" section)	\$ 125.00 per section/day
Hose, Flex Vacuum (4-6")	\$ 3.00 per ft./day
Hose, Fire	\$ 1.50 per ft./day
Pipe, Aluminum Vacuum - 6"	\$ 6.00 per ft./day
SAMPLING & MONITORING EQUIP.	RATE
4 Gas Meter	\$ 125.00 per day
Colorimetric Tube Pump	\$ 25.00 per day
Hand Auger	\$ 25.00 per day
Oil/Water Level Indicator	\$ 75.00 per day
Personnel Air Sampling Pump	\$ 50.00 per day
Photolonization Detector (PID)	\$ 125.00 per day
Bailers (Disposable)	\$ 25.00 each
Clor-D-Tect Field Screening Kit	\$ 40.00 each
PCB Field Screening Kit	\$ 40.00 each
pH Paper	CONTRACTOR REPORTS AND
March to the second of the sec	\$ 15.00 per roll \$ 5.00 each
Sample Materials (Jars, Labels, etc.) Sample Shipping	10 Mg
Sample Shipping	\$ 75.00 per shipment
DRUMS, CONTAINERS & PACKAGING	DATE
Asbestos Bags	RATE \$ 5.00 each
Biohazard Box w/Bag	\$ 5.00 each \$ 25.00 each
Cubic Yard Box w/Liner	\$ 200.00 each
Drum - 95 Gal. Poly Overpack	\$ 350.00 each
Drum - 85 Gal. Steel Overpack	\$ 325.00 each
Drum - 55 Gal. Poly	\$ 110.00 each
Drum - 55 Gal. Steel	\$ 70.00 each
Drum Labels (DOT / EPA)	\$ 1.50 each
Drum Liner	\$ 8.00 each
IBC Tote (275 Gal. Capacity)	\$ 400.00 each
Pail - 5 Gallon Metal or Poly	\$ 25.00 each
Placerdo (DOT)	Φ 45.00 each

Placards (DOT)

\$ 15.00 each

#### PERSONAL PROTECTIVE EQUIP.

Fire Resistant (FR) Coveralls
Fire Bunker Gear
Level B PPE (Saranex, Tychem or Acid Suit w/SCBA)
Level C PPE (Saranex, Tychem, Tyvek or Acid Suit w/APR)
Level D Modified PPE (Saranex, Tychem or Tyvek Suit
w/Gloves and Safety Glasses)

#### RATE

\$ 50.00 per person/day \$ 125.00 per person/day \$ 250.00 per person/day \$ 150.00 per person/day \$ 50.00 per person/day

#### SPILL CONTROL MATERIALS

BioRem 2000 / BioSolve

ChemSorb Pads (100 per bale)
ChemSorb Boom (5" x 10' x 4 per bale)
Containment Boom (10-18")
Oil-Dri Absorbent (40 lb. bag)
Oil Snare
Oil Snare On-A-Rope
Oil Sorbent Pads (100 per bale)
Oil Sorbent Boom (5"x 10' x 4 per bale)
Oil Sorbent Boom (8"x 10' x 4 per bale)
Plug-N-Dike

#### **RATE** 5.00 pe

\$ 85.00 per gallon. \$ 125.00 per bale \$ 215.00 per bale \$ 2,00 per ft./day \$ 20.00 per bag \$ 90.00 per bag \$ 115.00 per bale \$ 200.00 per bale \$ 235.00 per bale \$ 40.00 each \$ 40.00 per bag \$ 40.00 per bag

#### **MISCELLANEOUS MATERIALS**

Vermiculite

WYK Absorbent

AFD Filters - HEPA
AFD Filters - Primary/Secondary
Caution Tape
Chem Tape
Citric Acid (50 lb.)
Crusher Run 21A Stone (15 Ton Load)
Decon Pools
Degreasor/Detergent
Duct Tape
Encapsulant

Fertilizer
Fill Dirt (15 Ton Load)
Grass Seed

Lime

Mastic Remover Mercury Spill Kit Metal Stakes

Poly Sheeting - 6 mil

Response Kit (Includes Hand Tools, Misc. PPE, Rehab)

Safety Fence Shrink Wrap

Silt Fencing w/Stakes

#### **RATE**

\$ 175.00 each

\$ 25.00 each \$ 30.00 per roll \$ 50.00 per roll \$ 150.00 per bag \$ 325.00 per load \$ 40.00 each \$ 10.00 per gallon \$ 10.00 per roll \$ 30.00 per gallon \$ 50.00 per bag \$ 200.00 per load \$ 75.00 per bag \$ 20.00 per bag \$ 25.00 per gallon \$ 250.00 each \$ 15.00 each \$ 200.00 per roll \$ 100.00 each 4.00 per foot \$ 50.00 per roll 2.50 per foot

Soda Ash (50 lb.) Sodium Hypochlorite (Bleach) Spray Adhesive Straw Bales Straw Blanket Topsoil - Screened (15 Ton Load) Trash Bags Wooden Stakes	\$ 75.00 per bag \$ 10.00 per gallon \$ 15.00 each \$ 125.00 per roll \$ 500.00 per load \$ 1.50 each \$ 5.00 each
MISCELLANEOUS EQUIPMENT	RATE
4-Wheeler ATV	\$ 250.00 per day
AFD/Negative Air Machine	\$ 150.00 per day
Agri-Veyor Transfer Auger	\$ 425.00 per day
Air Compressor (Large >175 cfm)	\$ 325.00 per day
Air Compressor (Small <175 cfm)	\$ 175.00 per day
Betts Valve	\$ 225.00 per day
Chain Saw	\$ 60.00 per day
Concrete Saw	\$ 175.00 per day
Confined Space Equip. (Includes Tripod, Safety Harnesses,	\$ 425.00 per day
Rope Bag, 4 Gas Meter and Ventilation Air Horn)	\$ 425.00 per day
Copus Air Horn	\$ 125.00 per day
Cut Off Saw	\$ 150.00 per day
Dome Clamps	\$ 75.00 per day
Drum Dumper Attachment	
Drum Vac Head	\$ 100.00 per day \$ 100.00 per day
Fall Protection Equip. (Rope Bag and Safety Harnesses)	\$ 150.00 per day
Frac Tank (Single Wall - 21k Capacity)	\$ 80.00 per day
Frac Tank (Single Wall - 21k Capacity) Frac Tank w/SpillGuard Containment	\$ 140.00 per day
Generator	\$ 140.00 per day \$ 150.00 per day
Grounding & Bonding Kit	\$ 75.00 per day
Hand Packer	\$ 100.00 per day
Haz Hammock	
HEPA Vacuum	\$ 250.00 per day
Jackhammer	\$ 200.00 per day
Leaf Blower	\$ 100.00 per day
Light Plant	\$ 25.00 per day
	\$ 300.00 per day
Light Stand	\$ 50.00 per day
Lock-Out/Tag-Out Kit	\$ 50.00 per day
Mercury Vacuum	\$ 400.00 per day
Non-Sparking Hand Tools	\$ 50.00 per day
Prossure Washer (Het/Cold Water 2500 psi)	\$ 50.00 per day
Pressure Washer (Hot/Cold Water - 3500 psi)	\$ 325.00 per day
Roll Off Container (20-30 CY) Scissor Lift	\$ 25.00 per day
	\$ 200.00 per day
Sheep Foot Compactor	\$ 225.00 per day
Shop Vac	\$ 40.00 per day

Shower (Decon)	\$ 100.00 per day
Skimmer, Drum - 36"	\$ 500.00 per day
Straw Blower	\$ 300.00 per day
Tank Drilling Kit (Hole Saw, Air Drill, Air Hose, Air Bottles)	\$ 200.00 per day
Vacuum Box	\$ 150.00 per day
Ventilation Fan/Blower (Intrinsically Safe)	\$ 125.00 per day
Weedeater	\$ 50.00 per day

#### WASTE RECYCLING & DISPOSAL

VVAOIL	REGIOEINO & DISTOSAL	IVAIL
Bulk:	Petroleum Impacted Soils/Debris	\$ 85.00 per ton
	Petroleum and Petroleum/Water Mixtures	\$ 1.00 per gallon
	Petroleum Tank Bottom Sludge/Solids	\$ 2.00 per gallon
	Diesel Exhaust Fluid (DEF)	\$ 2.25 per gallon

PATE

Drummed:	Petroleum Impacted Absorbents	\$ 175.00 per drum
	Petroleum Impacted Soils/Debris	\$ 175.00 per drum
	Petroleum and Petroleum/Water Mixtures	\$ 90.00 per drum
	Petroleum Tank Bottom Sludge/Solids	\$ 220.00 per drum
	Diesel Exhaust Fluid (DEF)	\$ 225.00 per drum
	"Empty" Drums	\$ 25.00 per drum

- Petroleum includes Diesel Fuel, Fuel Oil, Gasoline, Heating Oil, Hydraulic Oil, Kerosene and Used Oil.
- All waste reclamation and disposal rates listed herein <u>DO NOT</u> include labor, materials or equipment utilized for waste packaging/containerization and/or transportation.
- All waste reclamation and disposal rates listed herein are for materials "Accepted" at WEL facilities for processing and reclamation/disposal.

#### ATTACHMENT H

#### ANALYSIS IN ACCORDANCE WITH RESOURCES CONSERVATION AND RECOVERY ACT

DESCRIPTION	PRICE
ANALYSIS	\$_TBN
ANALYSIS	<sub>\$_</sub> TBN

Continue if you wish to submit additional Analysis

Contractor may offer fixed price "analysis and/or treatment/disposal" if such pricing is available to customers. If fixed price is offered, indicate whether price is per test, per lb, per ton, etc.

It is not required to offer fixed prices for analysis and/or treatment/disposal; Contractor may fill in "TBN" (to be negotiated) at the time of a requirement the Contractor shall then negotiate that specific requirement with Virginia Tech. Either method, fixed price or TBN, is acceptable for offers under this solicitation

#### ATTACHMENT I

#### TREATMENT AND DISPOSAL OF RECOVERED OIL AND HAZARDOUS SUBSTANCES

DESCRICPTION	PRICE
WASTE PETROLEUM OIL W/WATER (55 GAL. DRUM) BULK PER GAL.)	\$ <u>90.00</u> \$ <u>1.00</u>
#2 #4 OIL VIRGIN PROD LESS THAN 5% WATER (55 GAL. DRUM) BULK PER GAL.)	\$ <u>90.00</u> \$ <u>1.00</u>
GASOLINE WITH WATER (55 GAL. DRUM) BULK PER GAL.)	\$ <u>90.00</u> \$ <u>1.00</u>
OIL & DEBRIS NON-HAZ SOLID (55 GAL. DRUM) BULK PER GAL.)	\$_175.00 \$_TBN
OIL & DEBRIS NON-HAZ SEMI SOLID (55 GAL. DRUM) BULK PER GAL.)	\$ <u>220.00</u> \$ <u>2.00</u>
SOLVENTS FOR FUELS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
SOLVENTS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
HALOGENATED SOLVENTS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
CONCENTRATED ACID (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
AVIATION GAS (55 GAL. DRUM) BULK PER GAL.)	\$ 90.00 \$ 1.00
JET FUEL (55 GAL. DRUM) BULK PER GAL.)	\$ 90.00 \$ 1.00

## ATTACHMENT I (continued)

WATER SOLUBLE SOLVENTS (55 GAL. DRUM) BULK PER GAL.)	\$ Ty <b>TBN</b> ext here \$TBN_
CHROMIC ACID SOLUTIONS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
ALKALINE WASTEWATER (55 GAL. DRUM) BULK PER GAL.)	s_TBN s_TBN_
ACIDIC WASTEWATER (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN_
OXIDIZER SOLUTION (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN_
CYANIDE/SULFIDE SOLUTION (55 GAL. DRUM) BULK PER GAL.)	\$ <u>TBN</u> \$ <u>TBN</u>
CYANIDE WITH ORGANICS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN_
NITRIC ACID SOLUTION (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
COOLANTS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
CYANIDE SOLIDS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
RCRA SOLIDS LANDFILL (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN

#### ATTACHMENT I (continued)

DIISOCYANATES (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
SEMI-SOLIDS FOR FUELS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
SOLID FOR FUELS (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
SOLIDS FOR INCINERATION (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
PCBS FOR INCINERATION (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
PCBS FOR LANDFILL (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
SOIL WITH LEAD (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
CONTAMINATED EMPTY DRUM (55 GAL. DRUM) BULK PER GAL.)	\$_TBN \$_TBN
PESTICIDES (55 GAL. DRUM) BULK PER GAL.)	\$ <u>TBN</u> \$ <u>TBN</u>

Continue if you wish to submit additional treatment and disposal of recovered oil and hazardous substances

Contractor may offer fixed price "analysis and/or treatment/disposal" if such pricing is available to customers. If fixed price is offered, indicate whether price is per test, per lb, per ton, etc.

It is not required to offer fixed prices for analysis and/or treatment/disposal; Contractor may fill in "TBN" (to be negotiated) at the time of a requirement the Contractor shall then negotiate that specific cost with Virginia Tech.

**SWaM UTILIZATION** 

## SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS (SWaM) UTILIZATION

- W.E.L., Inc. (WEL). is a certified small business by the Department of Minority Business Enterprises (DMBE) under <u>Certification # with an expiration</u> date of 03/20/2025.
- If awarded a contract as a result of this RFP, WEL will incorporate and put into place, "best reasonable efforts" to identify other SWaM businesses that may be utilized to purchase materials needed to adequately perform the Statement of Needs/Scope of Work covered under the contract. WEL does not intend or plan to subcontract for labor and/or equipment for any resulting contract awarded through this RFP.
- Materials and/or services that will be identified and could be subcontracted to other SWaM businesses may include: waste disposal, environmental response, remediation, and restoration materials and analytical lab services. When requested, WEL will provide reporting of all such SWaM business subcontracting utilized.

## REFERENCES

## **REFERENCES**

VA Dept. of Emergency Management (VDEM)

VA Dept. of Environmental Quality (DEQ)

Office of Environmental Management

Norfolk Southern Railway Co.

## PERMITS AND LICENSES

#### COMMONWEALTH of VIRGINIA

EXPIRES ON 10-31-2025

Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500

NUMBER

BOARD FOR CONTRACTORS **CLASS A CONTRACTOR** \*CLASSIFICATIONS\* ASB H/H



Status can be verified at http://www.dpor.virginia.gov

WELINC PO BOX 109 CONCORD, VA 24538



(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

DEPARTMENT OF TRANSPORTATION

PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



## HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2022-2024

Registrant:

WELINC

ATTN: Christopher Haywood

PO BOX 109 CONCORD, VA 24538

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No:

Effective: July 1, 2022 Expires: June 30, 2024

HM Company ID:

#### Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U.S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

CERTIFICATE OF INSURANCE



#### **Negotiations Summary**

1. <u>Virginia Tech question</u>: Please confirm that the pricing in your proposal is inclusive of all travel and miscellaneous costs for services that will be provided.

<u>WEL Inc. response:</u> Yes, confirmed.

2. <u>Virginia Tech question</u>: If awarded a contract, do you acknowledge and agree that any hazardous waste, including petroleum, chemical, biological, etc. determination/categorization and disposal, shall be coordinated through Virginia Tech's Environmental Health and Safety Office?

WEL Inc. response: Yes, we agree.

3. **Virginia Tech question:** If awarded a contract, do you acknowledge and agree that Attachment M – Confidentiality Agreement, will be included as part of the contract documents and will be enacted in the event of an emergency incident requiring confidentiality?

WEL Inc. response: Yes, we agree.

4. <u>Virginia Tech question</u>: As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts' portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

WEL Inc. response: No information to redact.

5. <u>Virginia Tech question</u>: Are there any additional financial or value-added incentives you would like to offer at this time?

WEL Inc. response: No.

6. <u>Virginia Tech question</u>: Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

WEL Inc. response: Yes.

7. <u>Virginia Tech question</u>: Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

WEL Inc. response: Yes, we agree.

8. <u>Virginia Tech question</u>: Do you agree that the initial contract period shall be three years?

WEL Inc. response: Yes, we agree.

9. <u>Virginia Tech question</u>: Upon completion of the initial contract period, do you agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for three (3) two-year periods, under the terms of the current contact?

WEL Inc. response: Yes, we agree.

10. <u>Virginia Tech question</u>: If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

WEL Inc. response: Yes, we agree.

11. <u>Virginia Tech question</u>: Please provide your best and final pricing schedule for all services offered in your proposal.

WEL Inc. response: Provided.

12. <u>Virginia Tech question</u>: How soon after contract award can you begin providing services?

WEL Inc. response: Immediately.

13. <u>Virginia Tech question</u>: Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

WEL Inc. response: Yes.

14. <u>Virginia Tech question</u>: Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

WEL Inc. response: Yes, we agree.

15. <u>Virginia Tech question</u>: Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

WEL Inc. response: Yes.

16. <u>Virginia Tech question</u>: Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 952642401 shall govern the contract if a contract is awarded to your company?

WEL Inc. response: Yes, we agree.

17. <u>Virginia Tech question</u>: Please identify the person (name, phone number, email address, etc.) in your company that will serve as the primary point of contact for a) emergency services, b) accounts receivable, c) e-commerce.

WEL Inc. response:

Christopher Haywood Vice President 800-847-2455

Chris.haywood@welinc.com