



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410**

REQUEST FOR PROPOSALS NO. 24-DHS-RFPLW-293

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 30TH DAY OF OCTOBER 2023 FOR:

SECURITY GUARDS AND CONSERVATORS OF THE PEACE

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA BEFORE CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

PREPROPOSAL CONFERENCE

Virtual mandatory preproposal conferences will be held at 10:00 a.m., October 10, 2023 and at 1:00 p.m., October 11, 2023 on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting at 10:00 a.m., October 10, 2023, please click the following link [Click here to join the meeting](#), or join by dialing +1 347-973-6905 and enter Conference ID 302013213#. To join the meeting at 1:00 p.m., October 11, 2023, please click the following link [Click here to join the meeting](#), or join by dialing +1 347-973-6905 and enter Conference ID 451045540#. ATTENDANCE AT ONE OF THE PREPROPOSAL CONFERENCES IS MANDATORY IN ORDER TO BE CONSIDERED AS AN OFFEROR. Responses will be accepted only from those offerors who are represented at one of the conferences. Offerors arriving at the preproposal conference after 10:05 a.m. on October 10, 2023, or after 1:05 p.m. on October 11, 2023, will not be recorded as in attendance and

your offer will not be considered. Minutes of the preproposal conferences will be recorded by the County and may be incorporated into the solicitation documents through an Addendum.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

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I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

RFP No. 24-DHS-RFPLW-293 – TENTATIVE SCHEDULE

RFP ISSUANCE	SEPTEMBER 26, 2023
PREPROPOSAL CONFERENCES	OCTOBER 10, 2023, at 10:00 a.m. or OCTOBER 11, 2023, at 1:00 p.m.
QUESTION DEADLINE	OCTOBER 13, 2023, at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	OCTOBER 18, 2023
PROPOSALS DUE	OCTOBER 30, 2023, at 3:00 p.m.
CONTRACT AWARD	TBD

2. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 24-DHS-RFPLW-293**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY OCTOBER 13, 2023, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

6. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

7. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act (“VFOIA”). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

8. DEBARMENT STATUS

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred, enjoined, or suspended from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred, enjoined or suspended from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

9. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

10. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The key personnel and subcontractors in an Offeror’s proposal are considered essential to the Offeror’s qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror’s proposal unless the County approves the changes in advance in writing.

11. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement explaining why. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation

will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

The County reserves the right to waive this requirement at any time, for any reason.

12. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

13. INSURANCE REQUIREMENTS

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

14. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail [mailto: business@arlingtonva.us](mailto:business@arlingtonva.us).

15. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

16. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called "Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned, County controlled property,

facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County's website. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

17. RIDER CLAUSE

Offerors will have the option to extend any contract resulting from this solicitation as follows:

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

18. ELECTRONIC SIGNATURE

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

III INTRODUCTION TO REQUEST FOR PROPOSAL NO. 23-DHS-RFPLW-372

The intent of this solicitation and resulting agreement(s) is to obtain the services of one or more qualified contractors to provide 1) professional unarmed and armed security services for various Arlington County departments/locations and 2) services of Special Conservators of the Peace (SCOPs) for its Crisis Intervention Center (CIC) for a seven-year term (one base year with six, 12-month renewal options).

This RFP has two parts. Offerors may submit a proposal for either Part I or Part II, or for both.

Part I - Security Services

Part II – Special Conservators of the Peace*

*SCOPs will perform the general duties outlined in Part I, Section F.1. and Attachment D when SCOP duties are not needed.

For Part I, the Contractor must provide security officers for visitor screening, access control, safety of occupants and protection of selected County facilities and the property in the buildings and on the grounds of those facilities. The Contractor must provide all supervision, labor, materials, supplies and equipment, and must plan, schedule, coordinate, and ensure effective performance of the security services.

For Part II, the Contractor must provide SCOPs who will be assigned to the County's CIC to accept, maintain and transfer custody of individuals under emergency custody orders (ECOs) or temporary detention orders (TDOs) and commitment orders issued by an Arlington County Magistrate. The SCOPs also will provide transportation of those individuals to a selected behavioral healthcare facility. If not functioning as SCOPs, Contractor staff will be assigned as additional security officers as described in Part I.

Below is a current list of departments and facilities for which the Contractor(s) must provide security services and SCOPs. The County may add or remove locations and departments as needed.

- 2100 Washington Blvd (Sequoia Plaza 1- SEQ 1) – security officers - unarmed*
- 2110 Washington Blvd (Sequoia Plaza 2- SEQ 2) – security officers - unarmed*
- 2120 Washington Blvd (Sequoia Plaza 3 – SEQ 3) – security officers - unarmed*
- 2120 Washington Blvd (Sequoia Plaza 3 - Crisis Intervention Center) – SCOPs - unarmed
- 2020A 14th St (Homeless Service Center) – security officer - unarmed
- Water Pollution Control Plant – security officers unarmed*
- 2100 Clarendon Blvd (Bozman Government Center) – security officers armed

*Based on current needs, security officers at Sequoia Plaza 1, 2 and 3 and the Water Pollution Control Plant will be unarmed but the officers must be licensed to carry a firearm in case business needs change.

BACKGROUND/PURPOSE OF SOLICITATION

Security officers provide unarmed security services for the Department of Human Services (DHS) and the Water Pollution Control Plant and armed services at the main government center. The County currently has contracts for security services at the locations listed above.

Last year, the County expanded its DHS Crisis Intervention Center to increase its capacity for services to individuals experiencing a behavioral health crisis. To reduce the burden placed on the Arlington County Police Department in transporting and retaining custody of individuals under ECOs and TDOs, the County wishes to use SCOPs to meet the need. To learn more about the regulations, powers, duties and

functions of SCOPs, review the following: [Special Conservators of the Peace | Virginia Department of Criminal Justice Services](#).

V. SCOPE OF SERVICES

PART I - SECURITY SERVICES

A. SECURITY OFFICER (OFFICER) REQUIREMENTS

1. Education and Experience

- a) Must have a high school diploma or equivalent.
- b) Minimum two years' experience in security, military, law enforcement, or related field.
- c) Able to meet, communicate, and deal effectively with the public.
- d) Able to read, understand, and apply rules, detailed orders, instructions, and training materials; construct and write clear, concise, accurate, and detailed reports; and communicate effectively, clearly, and concisely, all in English.
- e) Able to maintain self-control and professionalism under stress and verbally de-escalate situations.
- f) Armed officers must meet the qualification standards established by the Virginia Department of Criminal Justice Services (DCJS) in the Code of Virginia (Code) and all Code chapters pertaining to the general requirements for registered personnel and certified personnel. Armed offices must comply with the standards and procedures established by the Code, Part V, Compulsory Minimum Training Standards for Private Security Services Business Personnel. Click here for more information: [Division of Licensure and Regulatory Services | Virginia Department of Criminal Justice Services](#)

2. Training

Officers must be certified to carry a firearm in the Commonwealth of Virginia. Training certificates or proof of completion must be provided to the County upon request. Unless an exception is granted by the County, officers must successfully complete training prior to providing services. Officers must be trained in the topics below:

- DCJS Unarmed Registration
- DCJS Armed Registration
- DCJS Arrest Authority
- Practical and Tactical Handcuffing (PATH) Certification
- Expandable Baton (MEB) Certification
- Chemical Spray (OCAT) Certification
- Management of Aggressive Behavior Certification
- Active Shooter
- Workplace Violence
- First Aid, CPR, and AED
- Verbal and Physical De-escalation
- Racial Equity and Unconscious bias

The County may require officers to successfully complete additional training, including but not limited to, location-specific emergency procedures, Health Insurance Portability and Accountability Act (HIPAA), and trauma-informed care, based upon future needs.

3. Health and Physical Fitness Requirements

Officers assigned must be in good general health and capable of performing the duties of the job to which they are assigned. This includes the following:

- a) Ability to stand for extended periods of time - up to 8 hours.
- b) Possess long-distance vision. Use of glasses and/or contacts is permitted.
- c) Be able to hear ordinary conversation. Hearing aids are suitable.
- d) Have no medical condition that will limit the effective performance of assigned duties.
- e) Temporary incapacitation due to illness, disease, or recent medical operation is permitted.
- f) No medical history or medical diagnosis of habitual alcoholism or drug addiction. Where such a condition existed, medical evidence of recovery and ability to perform assigned duties is required prior to assignment.

4. Appearance

Officers must be neat and clean in appearance and shall wear only the complete, County-approved uniform. The Contractor's logo must be visible at all times.

5. Code of Conduct

- a) Officers must provide good customer service and greet visitors with courtesy and respect. Officers must understand that they often are the first person to greet citizens at County facilities and must represent the County in a professional manner.
- b) Officers must report on time to their posts and remain on post until properly relieved. An officer must never leave or abandon their assigned post without proper relief. Officers must pass on to their relief any special instructions, messages, or observations noted during their shift.
- c) Officers must be familiar with and follow the directions of the orders for the post to which they are assigned, even if the posting is temporary.
- d) Officers must maintain an alert posture at their posts, and not participate in any activity that distracts them from post duties. This includes sleeping; eating (allowed only if coverage is available by either a second officer or County staff); reading personal papers, books, or online material; listening to music; or engaging in personal phone conversations or texting.
- e) Officers who are stationed in lobbies must communicate with the public; however, they must limit the congregation of customers around any officer posts and avoid extended conversations with tenants and customers. Establishing personal relationships with members of the public will be considered a conflict of interest and may be grounds for immediate replacement of the officer.
- f) Officers must ensure that their posts are kept in a neat and orderly fashion.

6. Drug Screening

Conduct pre-assignment, random (at the request of the County), and annual drug testing of officers. Positive test results must be communicated to the County within one business day of the Contractor receiving the initial notification. Individuals receiving a positive result may not perform work on this Contract.

B. KEY PERSONNEL REQUIREMENTS

Provide a Project Manager who will be responsible for managing the contract and personnel. The Project Manager must function as the main contact for County Project

Officers and must address any staff and contractual issues. A substitute must be assigned in case the Project Manager is unavailable.

C. COUNTY HOLIDAYS

Officers must be assigned for services at the CIC during all County holidays.

D. SPECIAL EVENTS

The Contractor must be able to accommodate County requests for additional officers for special events. The County will make its best effort to notify the Contractor at least 30 days in advance of the event with the number of officers needed.

E. DUTIES PERFORMED BY OFFICERS

1. General Duties

- a) Greet and assist County staff and visitors entering the buildings by answering questions and providing directions.
- b) Screen persons, vehicles, packages, bags and other items as necessary. Screening may include, but is not limited to, checking identifications and searching for contraband, weapons and other items as deemed necessary by the Project Officer of the specific facility.
- c) Provide after-hours access to elevators for authorized visitors.
- d) Ensure that only authorized persons are in the building and are in approved areas.
- e) Answer the front desk phone, if applicable.
- f) Patrol one floor per hour, reporting any irregularities in the site logs. Site logs must be kept at the security desk for review by the Project Officer.
- g) Upon request, escort staff to their cars.
- h) Provide appropriate intervention to prevent violence or the escalation of a violent or confrontational situation using the least restrictive means possible.
- i) Render assistance in emergency situations and call appropriate authorities.
- j) Maintain written site logs documenting actions, observations, and incidents. These should include the results of each security round completed during a shift, actions taken to perform specified duties and descriptions of incidents and responses. Officers must complete site logs prior to the end of each duty shift. Site logs must be kept at the officer desk.
- k) Document incidents by completing an incident report. Incident reports must be submitted to the County Project Officer within 24 hours of an incident. Incidents include any event that requires first responders or involves injury to staff or the public or damage to property.
- l) At the end of the last shift of each day, the officer must conduct a security check, inspecting the facility including staff offices and restrooms for anyone still in the building. Staff presence must be recorded, and visitors who remain in the building must be accompanied to the exit unless they are meeting with staff, as requested by the County. This does not apply to officers assigned to the Water Pollution Control Plant or the CIC.
- g) Patrols should be conducted in accordance with time-specific duties as outlined above. Officers should frequently change the routes of patrols and vary their start times within the parameters given. Officers must always carry a cell phone provided by the Contractor in case they must be contacted by County staff asking for assistance.

- h) Officers must participate in training and onboarding activities as requested by the County.
- i) Other related duties as assigned.

2. Officer Requirements at Sequoia (SEQ) 1 and 3

Officers will be stationed in the lobbies of 2100 and 2120 Washington Blvd.

Hours of coverage:

Monday – Friday 7 am – 10 pm (SEQ1 and 3)

Saturday 8 am – 5 pm (SEQ 1 only)

Sunday 12 pm – 5 pm (SEQ 1 - Safe Haven Program only – located on the first floor of the SEQ 1)

Number of officers needed:

- 3 officers during normal business hours, Monday – Friday 7 am to 10 pm. One officer must be a roving officer and must respond to requests in all buildings.
- 2 officers on Saturday from 8 am to 5 pm
- 1 officer on Sunday from 12 pm to 5 pm

3. Security Requirements for the CIC, 2120 Washington Blvd, First Floor

Officers will be located at the security station in the CIC in Sequoia 3. These officers will perform the additional duties listed in, Attachment ED

Hours of coverage:

Monday – Sunday 24 hours, including holidays

Number of officers needed at the CIC: 1 officer on duty at all times.

4. Officer Requirements and Additional Duties for Homeless Service Center

Officers will be stationed in the lobby of the Homeless Services Center at 2020A 14th Street.

- a) Provide access to the building and approved areas for authorized persons only.
- b) Patrol the exterior perimeter of the building every hour, noting any irregularities.
- c) Enforce all banning notices. Notify 911 immediately if a banned person is on site.

Hours of coverage:

Monday – Sunday 4 pm – 12 am

Number of officers needed at the Homeless Services Center: 1 officer per 8-hour shift

5. Officer Requirements and Additional Duties for Water Pollution Control Plant (Plant)

Officers will be stationed at 3402 S. Glebe Road (Gate 8) and S. Fern Street (Gate 6).

Hours of coverage:

Monday – Sunday 5:30 am – 7:00 pm

Number of officers needed at the Plant: 2 officers (1 at each gate post)

- a) Contact the proper Plant personnel via County-provided radio for approval before allowing visitors to enter the Plant. If the Plant contact person is not on site, all visitors must be approved by the shift supervisor on duty.
- b) Ensure that only authorized individuals gain entry to the Plant. When a vehicle or person approaches a gate to the Plant, the officer assigned to the gate must:
 - i. Leave the guard house.
 - ii. Signal the vehicle to stop.
 - iii. Approach the vehicle by the driver's window.
 - iv. Require that the driver produce identification – County identification card, driver's license, or identification card from the person's employer.
 - v. Determine the destination within the Plant where the person is going.
 - vi. Call the Plant personnel or shift supervisor to confirm that the person is expected (unless they have an Arlington County ID).
 - vii. Give directions to or request an escort for visitors who are unfamiliar with the Plant.
 - viii. Secure the gate after the entry of the vehicle or individual.
 - ix. At the end of the shift, secure the assigned station(s), as directed by the facility Project Officer.

6. Officer Requirements and Additional Duties for Bozman Government Center

Officers will be stationed at the front desk of the Bozman Government Center at 2100 Clarendon Blvd, Arlington.

Hours of coverage:

Mon – Fri - 7:00 am – 5:00 pm

Number of officers needed at the Bozman Government Center: 2 officers stationed with overlapping shifts to provide coverage for the hours stated above. One shift from 7:00 am – 4:00 pm and the second from 8:00 am – 5:00 pm.

- a) Patrol the interior and exterior perimeters of the building.
- b) Cover additional security posts as assigned and coordinated by the County.

PART II - SPECIAL CONSERVATORS OF THE PEACE

The Contractor will provide Special Conservators of the Peace (SCOPs) to 1) accept, maintain and transfer custody of individuals under emergency custody orders (ECO) or temporary detention orders (TDO) issued by an Arlington County Magistrate and 2) provide transportation of those individuals and others not under an emergency custody or temporary detention order to a selected behavioral healthcare facility when authorized by the Arlington County Magistrate or other County staff. SCOPs, when not engaged in transferring or maintaining custody or transporting individuals, will provide general security services for the Crisis Intervention Center (CIC).

The Contractor will be allowed a start-up phase of 120 days to recruit, train, and certify SCOPs and equip required vehicles prior to starting work.

A. SERVICE REQUIREMENTS

1. General Duties

- a) Provide a minimum of two SCOPs stationed at the CIC 24 hours per day, 7 days per week to accept and transfer custody of detained individuals under ECO or TDO and transfer them to a selected behavioral healthcare facility, as directed by the County. The County may increase the number of required SCOPs as needed.
- b) Provide management and supervision to SCOPs
- c) Recruit, orient, train and certify SCOPs as follows (the County reserves the right to review training content and require edits at its discretion):
 - i. As required by Virginia Code Article 1 of Section § 19.2-13
 - ii. As required by the Virginia SCOP regulations found [here](#)
 - iii. Standard first aid and cardiopulmonary resuscitation (CPR)
 - iv. Management of Aggressive Behavior (MOAB)
 - v. Standard security officer training as determined by the Contractor
 - vi. Practical and Tactical Handcuffing (PATH)
 - vii. Participate in and successfully complete additional County-provided trainings, as required.
- d) Provide the requisite number of sport utility vehicles necessary to comply with this Scope of Work. Vehicles must comply with the requirements in Attachment A – Vehicle and Driver Requirements, and Transportation Procedures.
- e) Provide a SCOP Manager who functions as the overall contact person for any contract-related and personnel issues. Provide a phone number and contact information for the SCOP Manager to be used by County staff when there is an emergency (e.g., SCOP becomes ill or injured while performing duties). Assign a substitute manager in case the assigned SCOP Manager is absent.
- f) Provide a substitute SCOP within two hours of a request if the assigned SCOP does not arrive for a scheduled shift.

2. Responsibilities of SCOPs:

- a) Comply with County's Use of Force Policy found here [MetaViewer.php \(granicus.com\)](#). In the event of elopement, or aggressive or dangerous client behavior, SCOPs must use the least restrictive method possible to ensure safety, including verbal de-escalation, non-violent crisis intervention techniques, physical redirection, and appropriate restraints (such as zip-tie hand restraints). If these methods are unsuccessful in

deescalating the situation and the event is uncontrollable, the SCOP must contact law enforcement for support.

- b) Not carry a firearm on their person while performing the duties.
- c) Verbally ascertain that each individual does not possess drugs, weapons, or potentially harmful or illicit items prior to entry into the CIC or transportation if this has not already been ascertained by police. If the individual states they are in possession of such items, the SCOP must request that item(s) be turned over. Any such items must be logged and secured at the CIC by the SCOP using Attachment B - Client Possession Log. If an individual does not comply, the County may request that the SCOP call local law enforcement to assist before allowing the individual entrance into the CIC.
- d) Meet the driver requirements contained in Attachment A – Vehicle and Driver Requirements, and Transportation Procedures.
- e) Accept the transfer of custody of detained individuals under ECO or TDO from the Arlington County Police Department as directed by the County.
- f) Transport detained individuals and those not under detention order and their possessions to the identified healthcare facility or other location, if directed, in accordance with Attachment A - Vehicle and Driver Requirements and Transportation Procedures.
- g) Provide basic first aid and respond to medical emergencies and contact 911 as appropriate. Notify the on-duty supervisor of any medical event as soon as practicable but no later than prior to ending the shift.
- h) Comply with all applicable confidentiality regulations including, but not limited to HIPAA.
- i) Wear uniforms as required by the County. At a minimum, uniforms must include a picture identification card clearly indicating SCOPs are employees of the Contractor and shirts with the Contractor’s logo. Uniforms must be a separate and distinct color from the Arlington County Police Department and not contain the word “Police.”
- j) Carry a mobile phone with text, telephone, internet, and email capability at all times and utilize the most efficient and effective communication method necessary to address all situations in a timely manner. The Contractor must provide telephone numbers for its staff to CIC and DHS facility management staff before the staff member’s first shift and any time the phone number changes.
- k) Respond to calls for service within 30 minutes.
- l) Remain at their post until properly relieved of duty by another officer who is assigned to work the same post on the following shift.
- m) Take direction from the on-duty CIC Shift Lead.
- n) Report all incidents occurring at the CIC, designated behavioral healthcare facility, or during transport as required in Attachment C – Incident Reporting, which includes descriptions of what incidents are covered.
- o) When directed by the County, perform the duties required in Attachment D – Security Officer Duties.

B. ROLE OF THE COUNTY

1. Operate and administer the CIC and have sole decision-making authority regarding the custody and transportation of individuals.
2. Maintain qualified clinical staff to evaluate individuals for ECO or TDO and coordinate with the Arlington County Magistrate, in accordance with all applicable laws, to determine when an ECO or TDO should be issued. If such an order is issued, the County will notify the SCOP.

3. Provide contracted on-site security staff to respond to incidents involving individuals at the CIC.
4. Facilitate the processing of petitions for SCOP appointments with all applicable County agencies pursuant to Va. Code § 19.2-13.
5. Determine the maximum number of individuals under ECO and TDO that can safely be in the custody of a single SCOP based on clinical circumstances and the physical safety of SCOPs, County staff, and others.
6. Only request transportation of individuals who are medically stable and are approved by an Arlington County Magistrate.
7. Provide on-the-job program orientation and trainings, including but not limited to: HIPAA, Crisis Intervention Training (CIT), patient rights, emergency response and evacuation.

ATTACHMENT A - VEHICLE AND DRIVER REQUIREMENTS, AND TRANSPORTATION PROCEDURES

A. Vehicle Requirements:

All vehicles used to provide client transportation must:

- Be SUVs fitted with Plexiglas safety panels to separate but allow communication between the driver and passenger.
- Have a climate-controlled secured passenger compartment.
- Contain basic first aid kit, fire extinguisher, and road safety equipment.
- Have secure lockers for personal effects and medical records.
- Have GPS telemetric technology for constant tracking of the transport vehicle, to include speed monitoring, braking, oil level, etc.
- Be unmarked and free of identifying information.
- Be registered in Virginia with valid state inspection.
- Be in good working condition and cleaned after each use by wiping interior surfaces to clear visible debris.
- Meet all applicable Virginia Department of Transportation Commercial Vehicle licensing requirements.
- Have front and rear passenger door locks that can only be operated by the driver.
- Have separate video camera and recording systems capable of viewing the driver, the front of the vehicle, and the passenger and passenger area. The video recording will be maintained by the Contractor for two months after the trip and be made available to the County upon request.

B. Driver Requirements:

SCOPs must:

- Have a valid state issued driver's license.
- Have no more than 5 points on their driver's license.
- Communicate effectively in oral and written English.

C. Transportation Operating Procedures

1. Request for Transportation

- For any ECO, TDO, or commitment order requiring transport, the CIC shift supervisor will request that the Arlington County Magistrate designate the Contractor as an Alternative Transportation Provider in the order. Alternative Transportation Provider designation is not required to transport individuals not under a detention order.
- The CIC shift supervisor will request that the Contractor provide transportation.
- The SCOP will provide transport for ECO, TDO, and commitment orders only if the Arlington County Magistrate has designated the Contractor as an Alternative Transportation Provider in the order.
- The CIC shift supervisor or designee will supply the SCOP with the following information, which the Contractor must document on the Transportation Log, provided at the end of Attachment A:
 - Name of requestor.
 - Time of request.
 - Originating location (place name and address) where individual is to be picked-up.
 - Destination (facility name or location and address) to which individual is to be transported.

- Custody/civil status of individual to be transported.
- Name and date of birth of individual to be transported.
- The Contractor must be available to transport within 30 minutes of the request.

2. Originating Location Duties:

- Make contact with the requestor and verify information provided in the request for service.
- In the case of transport related to ECO, TDO, or commitment, confirm that the Arlington County Magistrate has authorized the Contractor as the alternative transportation provider.
- Warmly greet the individual receiving transportation service.
- Document on the Attachment B - Possession Log all of the individual's possessions that will be transported and obtain signature of a staff witness. This document will be submitted to the CIC Shift Lead.
- Secure the individual's possessions in a designated lockable area of the vehicle.
- Inform the individual of the anticipated transportation time.
- Drive the individual via the most efficient route to the final destination.
- Obtain and transport to the receiving facility any required documentation, including medical records and custody paperwork.
- During transport, the driver must:
 - Interact with the individual in a courteous, respectful manner consistent with the principles of a recovery-oriented, person-centered, and trauma-informed system of care.
 - Provide reasonable opportunities to use the restroom while providing appropriate supervision and monitoring.
 - Ensure the safety of the individual.
 - Inform the individual of any significant delays in expected arrival time.

3. Destination Location Duties

- Phone the CIC shift supervisor to inform of arrival.
- Accompany the individual to the admissions location.
- Provide admitting facility staff all medical records and custody paperwork.
- Transfer custody to admitting facility or others, as required.
- Transfer all the individual's possessions to the receiving facility or others, as required.
- Document on the Transportation Log the delivery of the individual by obtaining the signature of an employee at the receiving facility.
- Return directly to the CIC unless otherwise instructed by the CIC shift supervisor.
- Under no circumstances is Contractor staff to enter the pick-up or drop off location (if different from the Contractor's assigned work location) of an individual not under a detention order.

**ATTACHMENT A - VEHICLE AND DRIVER REQUIREMENTS, AND TRANSPORTATION PROCEDURES,
TRANSPORTATION LOG**

Date	Time	EHR ID	Requester	Originating Location name & Address	Destination Facility Name & Address	Civil Custody Status	Name of Driver	Notes

ATTACHMENT B –POSSESSION LOG

Date: _____
Client Name: _____
SCOP Name: _____

Provide itemized descriptions of client’s belongings:

Disposition of Confiscated or Destroyed Possessions:

Staff Witness Signature

Client Signature

ATTACHMENT C - INCIDENT REPORTING

INCIDENT REPORTING PROCEDURE AND FORM

1. During operations or transport, the SCOP must complete an incident report form provided by the County for:
 - Illness or medical emergencies
 - Individual elopement or attempt to elope
 - Individual's physically aggressive or violent behavior
 - Local (non-SCOP) law enforcement or first responder involvement when the individual is in SCOP custody
 - Use of restraint or hands-on intervention
 - Vehicular or other equipment malfunction
 - Inability to deliver the individual to the intended destination or significant delays in reaching the destination
 - Any event or process that deviates from established procedures, policies, or protocols
 - As directed by CIC Shift Lead

2. The SCOP must submit the Incident Report to the CIC shift supervisor prior to end of the SCOP shift.

**ARLINGTON COUNTY, VIRGINIA
CLIENT HUMAN RIGHTS / INCIDENT REPORT**

*This form is not to be filed in the Medical Record of any Client.
Complete form, and email to recipients listed at bottom of page.*

I. Background Information			
Client Name	ID#	DOB / /	Disability Area (select)
Program (select)	Name of Staff Entering Report		Staff Signature/Date of Report
Location of Incident	Address		Zip
Date of Incident / /	Time of Incident : <input type="checkbox"/> am <input type="checkbox"/> pm		Name of Person Reporting

II. Human Rights Incident – Suspected Abuse / Exploitation / Neglect				
Peer to Peer	Restraint	Money Management	Medication Error	Serious Injury*
<input type="checkbox"/> Physical Attack	<input type="checkbox"/> Pharmacological	<input type="checkbox"/> Theft	<input type="checkbox"/> Wrong Person	<input type="checkbox"/> Death
<input type="checkbox"/> Sexual Assault	<input type="checkbox"/> Physical	<input type="checkbox"/> Error	<input type="checkbox"/> Wrong Medicine	<input type="checkbox"/> Seizure
<input type="checkbox"/> Verbal Threats	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Wrong Dosage	<input type="checkbox"/> Fall
<input type="checkbox"/> Other			<input type="checkbox"/> Wrong Time	<input type="checkbox"/> Suicide Attempt
Other Human Rights Incident Type			<input type="checkbox"/> Wrong Route	<input type="checkbox"/> Assault
<input type="checkbox"/> Privacy	<input type="checkbox"/> Client Complaint	<input type="checkbox"/> Other		<input type="checkbox"/> Burn
				<input type="checkbox"/> Other

* Serious Injury is any injury that requires medical attention by a licensed physician.

III. Other Client Incident				
<input type="checkbox"/> Potentially Violent Situation	<input type="checkbox"/> Minor Injury	<input type="checkbox"/> Infectious Exposure		
<input type="checkbox"/> Behavioral Incident	<input type="checkbox"/> Client to Staff Altercation (with no/minor injury)	<input type="checkbox"/> Other		

IV. Incident Summary

V. Outcomes				
Notifications	Date Notified	Investigation Needed		
<input type="checkbox"/> Regional HR Advocate:	/ /	Staff Assigned to Investigate	Date Assigned	
<input type="checkbox"/> DBHDS Licensing Office:	/ /		/ /	
<input type="checkbox"/> Adult Protective Services:	/ /	Date Completed	Date Submitted to Executive Director	
<input type="checkbox"/> Local Law Enforcement:	/ /			/ /
<input type="checkbox"/> Child Protective Services:	/ /			/ /
<input type="checkbox"/> Other:	/ /			
<input type="checkbox"/> Resolved	Resolution Date / /	Outcome		
<input type="checkbox"/> More Follow-up Needed	Follow-Up Description			

- Email this form to:**
- | | |
|--|-------------------|
| 1. DHS-CSB-IncidentReports (distribution list) | 2. Supervisor |
| 3. Bureau Chief | 4. Division Chief |

ATTACHMENT D - SECURITY GUARD DUTIES, CRISIS INTERVENTION CENTER

When not performing SCOP duties, the SCOP must provide regular security services at the CIC in accordance with Part I and the following additional requirements:

1. SCOPs will be responsible for the safety of seriously mentally ill individuals who are in crisis and receiving emergency mental health evaluations. These individuals are often homeless, suicidal, homicidal, psychotic, or using drugs or alcohol and may be suffering from a traumatic event.
2. Upon arrival, require all individuals to secure any personal belongings in the provided lockers for safekeeping. Also do a visual inspection of the individual in an attempt to locate anything that might possibly be used as a weapon. Report any instances of non-compliance to the CIC shift supervisor.
3. SCOPs will be responsible for maintaining the safety of all staff involved in providing services to the above individuals. SCOPs must complete the Arlington County Police Department Transfer of Custody form to fully describe the transfer of custody process and all related data.
4. SCOPs will provide a safe environment for individuals who are receiving Office-Based Crisis Stabilization Services inside Emergency Services (Rooms #128 and #129), Calming Rooms (Rooms #132-136), restrooms and showers.
5. SCOPs will remain stationed at their assigned security post during each shift.
6. Monitor the security laptop. The security laptop allows the SCOP to view security cameras to monitor calming rooms and the outside camera. The security laptop has internet access.
 - If individuals are in the calming rooms, the security laptop should be monitored at all times.
 - If an individual is unstable or agitated, the SCOP must stand outside the calming room.
 - The SCOP may access the internet only if there are no individuals in the waiting area or calming rooms.
7. Answer extension 5151 on the security phone.
8. If the receptionist is not available, greet arriving clients and ask client to complete a client walk-in form if required. Follow internal procedures as provided by the County.
9. Check the CIC calming rooms every half hour and after individuals leave to ensure the rooms are safe and items are not left in the calming rooms.
10. Arrive for their shift 10 minutes prior to start time. If the relieving SCOP has not arrived at least 10 minutes before the shift ends, or if there are any concerns or questions, the SCOP on duty must contact the CIC shift supervisor.
11. Carry a valid, up-to-date credential while on duty.
12. Carry a Contractor-issued cell phone at all times in case they must be contacted by supervisor or client for any assistance.

V. PROPOSAL REQUIREMENTS

1. GENERAL

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

2. PROPOSAL SUBMISSION

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

5. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

Part I and Part II will be evaluated separately based on the criteria below.

EVALUATION CRITERIA	POINTS
TECHNICAL EXPERTISE (qualifications and experience, including references)	50
TECHNICAL APPROACH (proposed methodology to perform the required work)	50
TOTAL POINTS POSSIBLE	100

7. PROPOSAL SUBMITTAL ELEMENTS

The County may not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

1. EXECUTED FORMS

- a. Proposal Form: original as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

2. MANDATORY REQUIREMENTS

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

- a. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.

Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.

- b. The Offer must have an active Virginia Private Security Services Business License issued by the Commonwealth of Virginia, Department of Criminal Justice Services (DCJS) Code of Virginia, Section 9-183-3.3.

3. TECHNICAL EXPERTISE

This factor considers the technical expertise of the Offeror to perform the requirements of this RFP. This factor encompasses all components of the Offeror’s organizational structure, recruitment and background checks, the qualifications and expertise of the Offeror’s proposed staff (provide resumes), staff development opportunities, the Offeror’s efforts to address racial equity and unconscious bias, capacity to manage and supervise staff, and documented quality assurance processes to regularly assess processes and staff performance. This factor also considers feedback from provided references. The Offeror must provide at least three references. References must include names and contact information of current or previous (not older than three years) clients the Offeror has or has had with private firms or government organizations that required similar services as listed in this RFP.

For Special Conservators of the Peace, the Selection Advisory Committee will consider the following in addition to the above:

Experience serving high-need populations, such as those with behavioral health diagnoses, and managing and supervising Special Conservators of the Peace.

As part of the evaluation, the County reserves the right to conduct a site visit to assess the Offeror’s capabilities.

4. TECHNICAL APPROACH

This factor considers the Offeror’s technical approach to perform the requirements described in this solicitation. This factor examines the Offerors’ proposed plan, including the description of services to be provided, knowledge of the population served at DHS sites and training provided to staff to serve the population. It encompasses the Offeror’s compliance with state laws and regulations, including in the provision of required training. In addition to addressing each requirement in the Scope of Work, Offerors should submit tables of contents for all training it provides to its security officers and Special Conservators of the Peace (if applicable). Describe the plan for covering shifts, including in case of illness, no-shows, or staff departures. Elaborate on the role of assigned manager and coordination with the County. This factor also takes into consideration the Offerors’ knowledge and application of recognized industry standards.

For Special Conservators of the Peace, the Selection Advisory Committee will consider the following in addition to the above:

The proposed start-up plan to recruit, train, and certify Special Conservators of the Peace.

5. EXCEPTIONS TO THE COUNTY’S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any

6. COST PROPOSAL

The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment E to provide pricing proposals.

VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.



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

AGREEMENT NO. 24-DHS-RFPLW-293

THIS AGREEMENT is made, on _____, between Contractor's name, Contractor's address ("Contractor") a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Business Associate Agreement
- Exhibit D – Living Wage Forms
- Exhibit E – Living Wage Quarterly Compliance Report

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is provide security guards and Conservators of the Peace. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20 ____ (one base year) ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than six (6) additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

The County may request continued performance of any services within the limits and at the rates agreed upon by the parties. This option provision may be exercised more than once, but the total extension hereunder shall not exceed three (3) additional 12-month periods. The parties may exercise the option by written agreement within Thirty (30) calendar days of Contract expiration.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm for one year from the date of execution ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

Only mileage for SCOPs identified in Exhibit B will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit B.

9. * PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

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

14. BACKGROUND CHECK

The Contractor is responsible for completing a criminal background check for all personnel working on this Contract and also a Virginia Central Registry check through the Virginia Department of Social Services for personnel working at DHS facilities. SCOPs must also pass the Contractor's standard background screening, including criminal background, Sex Offender Registry, Virginia Central Registry, driving record and drug screening before beginning work. The Contractor must ensure that subcontractors comply with these background check requirements and must inform the County immediately of any background check findings involving its staff or a subcontractor. Any finding may result in the immediate removal of the individual from the Contract at the County's direction.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project, including for violating the code of conduct, tardiness, or not following directions, among other reasons. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date,

and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

27. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

29. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. * RELATION TO COUNTY

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

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

34. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

35. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of

the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

51. HIPAA COMPLIANCE

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit C). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act ("HITECH"), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

52. SERVICE CONTRACT WAGE REQUIREMENTS

a. **LIVING WAGE**

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

The Contractor shall submit a quarterly compliance report and certified copies of quarterly payroll reports for each employee, including subcontractor employees, through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Exhibit D);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit D;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit E).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

53. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from

insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-“ or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Professional Liability - \$1,000,000 per occurrence.
- e. Sexual Abuse and Molestation Liability - \$1,000,000 per occurrence.
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

54. TRANSITION REQUIREMENTS

When the Contract terminates for any reason, the Contractor must collaborate with the County to successfully transition services to the new vendor. This will include, but is not limited to:

- a. Continuing all operations and reporting required by the Contract for the duration determined by the County.
- b. Participating actively and in good faith with the County and the new vendor, as needed, to plan for and carry out security services.
- c. If applicable, facilitate the offboarding of any staff currently performing duties under the Contract to the new vendor.

55. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT E

LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: livingwage@arlingtonva.us

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between _____ (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting.** "Accounting" means a record of disclosures of protected health information made by the Business Associate.

- b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

6. Contact information for Business Associate's representatives knowledgeable about the Breach.

- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
1. Disclosure is Required by Law;
 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify

Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:

(1) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(2) MinhChau Corr
County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) County Project Officer

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

Attn: _____

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.

- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia

Business Associate

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: County Privacy Officer

Title: _____

Date: _____

Date: _____

VII. ATTACHMENTS AND FORMS

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 24-DHS-RFPLW-293**

PROPOSAL FORM

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
3:00 P.M., OCTOBER 30, 2023**

FOR PROVIDING SECURITY GUARDS AND CONSERVATORS OF THE PEACE PER THE SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

**E-MAIL
ADDRESS:**

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

**IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?**

YES NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:**

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* _____

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088)

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE 3 OF 4

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 24-DHS-RFPLW-293, and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

_____ personally appeared before me this _____ day of _____, 20____ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____

ATTACHMENT E – PRICING SCHEDULE

POSITION TYPE	STANDARD HOURLY RATE	OVERTIME RATE

*mileage will be reimbursed at the current Internal Revenue Service rate for approved client transportation