



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

**REQUEST FOR PROPOSALS NO. 24-DPR-RFP-160**

**\*THIS IS AN OPEN-ENDED SOLICITATION WITH MULTIPLE SUBMISSION DATES\***

**SUMMER AND YEAR-ROUND BREAK CAMPS**

**ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#), UNTIL 1:00 P.M. ON THE 10<sup>TH</sup> DAY OF JULY 2023 AS THE FIRST DEADLINE. IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL, VENDORS ARE REQUIRED TO REGISTER ON VENDOR REGISTRY. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.**

SECOND DEADLINE PROPOSAL DUE DATE:	JANUARY 3, 2024, at 1:00 p.m.
THIRD DEADLINE PROPOSAL DUE DATE:	JULY 10, 2024, at 1:00 p.m.
FOURTH DEADLINE PROPOSAL DUE DATE:	JANUARY 3, 2025, at 1:00 p.m.
FIFTH DEADLINE PROPOSAL DUE DATE:	JULY 10, 2025, at 1:00 p.m.
SIXTH DEADLINE PROPOSAL DUE DATE:	JANUARY 3, 2026, at 1:00 p.m.
SEVENTH DEADLINE PROPOSAL DUE DATE:	JULY 10, 2026, at 1:00 p.m.
EIGHTH DEADLINE PROPOSAL DUE DATE:	JANUARY 3, 2027, at 1:00 p.m.
NINTH DEADLINE PROPOSAL DUE DATE:	JULY 10, 2027, at 1:00 p.m.

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).

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

Tomeka D. Price, VCO, VCA  
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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.

The County intends to provide Offerors the opportunity to submit a proposal on multiple submission dates.

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-DPR-RFP-160 – TENTATIVE SCHEDULE

RFP ISSUANCE	JUNE 1, 2023
QUESTION DEADLINE	JUNE 25, 2027 at 5:00 p.m.;
PROPOSALS DUE	JULY 10, 2023 at 1:00 p.m.;
	JANUARY 3, 2024 at 1:00 p.m.;
	JULY 10, 2024 at 1:00 p.m.;
	JANUARY 3, 2025 at 1:00 p.m.;
	JULY 10, 2025 at 1:00 p.m.;
	JANUARY 3, 2026 at 1:00 p.m.;
	JULY 10, 2026 at 1:00 p.m.;
	JANUARY 3, 2027 at 1:00 p.m.; AND
	JULY 10, 2027 at 1:00 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 (RFP).

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 **RFP No. 24-DPR-RFP-160**. 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 JUNE 25, 2027, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED. 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. FINANCIAL STATEMENT**

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

**9. 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.

**10. 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.

**11. 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.

**12. 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 so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and 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 describing why the Offeror is not required to be so authorized. 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](http://www.scc.virginia.gov). The County reserves the right to waive this requirement at any time, for any reason.

**13. 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.

**14. 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.

**15. 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 [business@arlingtonva.us](mailto:business@arlingtonva.us).

**16. 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.

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.

**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. 24-DPR-RFP-160**

The intent of this solicitation and resulting agreement is to obtain the services of multiple qualified contractors to provide summer and/or year-round break camps for the Arlington County Department of Parks and Recreation (DPR). Offeror(s) may submit proposals for either or both of the following two camps:

1. Summer Camps awarded in August of each year.
2. Year-Round Break Camps awarded in February and August of each year.

The County will accept proposals throughout the contract period and may be making multiple awards during February and August of each year. Offerors may submit their proposal for one, some, or all the types of activities listed or not listed in the Scope of Work. Additionally, if a particular type of program is offered in one age group and not another it does not disqualify that Offeror's proposal from consideration. The County shall also consider and evaluate proposals in categories other than what is listed in the Scope of Work. If the Contractor desires to submit a proposal for an activity that is unlisted, then the Contractor must submit that proposal with a full description of the proposed activity.

If at any time the County updates this solicitation with new mandatory scope requirements after awards have been made, the County will reach out to contractors who have already been awarded a contract to confirm in writing that the contractors are able to and will adhere to the new requirements. If new camp programs or activities are added to the scope after awards have been made, Contractors may reach out to the County to request adding the new service to their current contracts. Any changes to an existing contract will be executed via an amendment.

#### **BACKGROUND/PURPOSE OF SOLICITATION**

The Department of Parks and Recreation promotes wellness and vitality through dynamic programs and attractive public spaces. Our facilities range from parks, sports fields, nature, and community centers to spray grounds, playgrounds, and a skate park. Additionally, during out of School Time activities, Parks and Recreation utilizes spaces within and surrounding Arlington Public Schools. We are stewards to the County's natural resources and provide affordable recreational programs and services for people of all ages, abilities, and interests.

The County currently offers a wide variety of camp offerings both in the summer months and during school breaks (i.e., holidays and teacher workdays) for the residents of Arlington County. DPR runs a robust camp program, including in-house and contracted programs- all designed to provide a safe, fun, and challenging environment for the youth of Arlington. The County lists its programs in an online publication and other advertising vehicles. Summer camps usually begin at the end of June and operate through the end of August. Summer camps are listed in the County publication known as Arlington County Camp Catalog.

Break Camps are held throughout the year on a specific day(s) when Arlington Public Schools (APS) is not in session for students. This may include single or multi-day camps during more extended school breaks. Break Camps are listed on the County's website dedicated to break camp pages and emailed to the appropriate Parks & Recreation listserv.

All Camp Programs will operate on a full day (7+ hours) or Half Day (3-4 hours). No programs under 3 hours will be considered in this process without justification and written approval from the Project Officer of a specialized program type. Programs under 3 hours in length and/or where parents remain on-site during the program will not be considered for camp offerings. APS school calendars and the DPR holiday calendars drive these dates. Camps are not offered on county holidays (actual or observed).



#### **IV. SCOPE OF SERVICES**

The Contractor shall work with the DPR Program Specialist to provide summer and/or break camp programs for the residents of Arlington County. The Contractor shall provide camps at any Arlington County locations, the Contractor's place of business, or other County-approved off-site location(s) and may be held indoors or outdoors. The Contractor shall obtain prior approval for any off-site locations before providing camp programs.

The Contractor shall adhere to all state and local guidelines relating to licensed camp programs and communicate all licensing needs directly through the County Project Officer. The County Project officer will support obtaining any necessary documentation in support of licensing requirements.

The Contractor shall adhere to the Arlington Department of Parks and Recreation (DPR) Summer Camp Manual for Contracted Camps.

The Contractor shall adhere to the [Barrier Crimes](#) for working with children and not provide a staff member at any program serving youth under the age of 18 under this contract any person who has been convicted of one or more of the following offenses:

- i. **Sex Offenses: All Sex Offenses** – Regardless of the amount of time since offense. Examples include child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.
- ii. **Felonies: All Felony Violence** – Regardless of the amount of time since **offense. Examples Include: murder**, manslaughter, aggravated assault, kidnaping, robbery, aggravated burglary, etc. **All Felony Offenses** other than violence of sex within the past 10 years. Examples include drug offenses, theft, child endangerment, etc.
- iii. **Misdemeanors: All Misdemeanor violence** offenses within the past 7 years. Examples include simple assault, battery, domestic violence, hit and run, etc. **All Misdemeanor drug offenses** within the past 5 years. Examples include simple drug possession, possession of drug paraphernalia, etc. **All Misdemeanor Traffic Offenses** within the last 5 years. Examples include Driving Under the Influence, Driving While Influenced, etc. If the Contractor's program is responsible for transportation of adults and/or children, additional convictions that will be evaluated include reckless driving, excessive speed, etc. **Any other misdemeanor within** the past 5 years that would be considered a potential danger to children or is directly related to the functions of that staff/volunteer. Examples include contributing to the delinquency of a minor, providing alcohol to a minor, etc.

The Contractor shall not provide a staff member or agent to work under this contract at any program any person who is, on or after the date of the County's execution of this Agreement, charged with any sex offense, felony, or misdemeanor, or is known by the Contractor to be under investigation for any such crime.

#### **1. CAMP SUBMISSION PROCESS AND FACILITY ALLOCATION**

During the camp submission process, DPR will provide the Contractor a camp submission form (Exhibit E) via email. The Contractor shall submit the camp submission form by the given deadline. The camp submission form shall be fully completed detailing a list of camps that they would like to offer for the designated season with the space requirements needed for the camp(s) and preferred location(s). Preferred locations are not guaranteed but are considered when offering camp spaces to Contractors.

## **2. TRAININGS AND MEETINGS**

The Contractor shall be responsible for staff training and obtaining mandatory certifications (i.e., Cardiopulmonary Resuscitation (CPR)/First Aid, Medication Administration Training-Independent Study (MAT-IS), Medication Administration Training-Diabetes (MAT-D)), etc.). The Contractor is solely responsible for expenses related to staff trainings and mandatory certifications. At times, Arlington County may host mandatory meetings for all Contractors. These meetings/trainings shall include the most up to date and relevant information such as seasonal camp submission updates, inclusion basics, and more. In the event a meeting is identified as mandatory, the Contractor shall be required to attend. In the event the Contractor or its representative cannot attend, arrangements must be made by the Contractor with the County Project Officer to review content discussed.

## **3. PROGRAM OFFERINGS**

At a minimum, the County offers the following camp programs:

- A. Classic Camps
  - Traditional Day Camps
  
- B. Visual & Performing Arts
  - Art
  - Dance
  - Music
  - Sewing
  - Theatre/Drama
  
- C. Specialty & Exploration
  - Business
  - Chess
  - Computer Programming
  - Engineering
  - Foreign Language
  - Gaming
  - Robotics
  - Science
  
- D. Nature, Adventure & History
  - Biking (i.e., Bike Tours, Mountain Biking, BMX, etc.)
  - Canoeing
  - Fishing
  - Kayaking
  - Orienteering/Wilderness
  - Rock Climbing (Indoors)
  - Ropes/Course Challenge
  - Sailing
  
- E. Cooking & Wellness
  - Cooking
  - Healthy habits

F. Sports

- Baseball
- Basketball
- Biking
- Cheerleading
- eSports
- Fencing
- Field Hockey
- Flag Football
- Football
- Golf
- Lacrosse
- Martial Arts
- Multi-Sport
- Roller Hockey
- Skating (i.e.: In-Line Skating, Skateboarding, etc.)
- Soccer
- Softball
- Sports Training
- Table Tennis
- Tennis/Racquet Sports
- Pickleball
- Ultimate Frisbee
- Volleyball

G. Other

The County reserves the right to add additional or remove camp activities not listed above listed above. The County may require the Contractor to provide additional camps or activities not listed above.

**4. DPR SUMMER CAMP CATALOG**

The Contractor shall provide camp information per the template (Exhibit E) provided for the Arlington County Department of Parks and Recreation Summer Camp Catalog. In addition, the Contractor shall review and provide edits to the Arlington County Department of Parks and Recreation Summer Camp Catalog or Break Camp Listings as needed and within required deadlines.

**5. FEE SETTING**

The County will work with the Contractor to set camp fees within the ranges of the County Board Adopted Fee Resolution to include registration fees, extended care fees, supply fees, and any other costs. Camp fees shall be approved in the fall, prior to the next calendar year's camp season. Failure to agree upon camp fees may result in the camp not being administered for the following summer. The County shall charge a surcharge of fifteen percent (15%) to campers that do not meet residency requirements as outlined in the [Fee Reductions](#). Residents are considered those that live, go to school, own property in Arlington County, or are dependents of an Arlington County Employee.

**6. REGISTRATION**

COUNTY RESPONSIBILITIES:

The County will provide registration for all camp programs through Arlington's web-based registration system. This includes but is not limited to:

- Processing all fee reductions and handling any customer service issues dealing with registration. The fee reduction policy can be found via the web at <https://www.arlingtonva.us/Government/Departments/Parks-Recreation/Programs/Fee-Reductions>.
- Providing digital access to camper information records within 30 days of the start of registration via ePACT (or similar platform).
- Providing the Contractor with electronic camp rosters 14 days prior and again 7 days prior to the camp's start date. Additional rosters can be requested at any time after registration begins and will be provided within 5 business days.
- Providing refunds for camps canceled in accordance with the [DPR refund policy](#).
- When listed as an offering for the camp program, before or after care sessions will operate regardless of enrollment. If no campers are enrolled, the before and after care option can be cancelled beginning 14 days prior to the session start date.
- Canceling any camps that do not meet minimum enrollment requirements 14 days prior to the camp's start date.
- Notifying camp participants via email of any camps canceled due to low enrollment.
- Fees will only be paid to the Contractor based on the final camp roster. Final camp rosters are run on the last day of the session (e.g., Friday for a one-week session) or individual offering date (for one day programs).

**CONTRACTOR RESPONSIBILITIES:**

- Respond to any inquiries from the County or camp registrants on camp specific questions within 48 hours of inquiry either by email or phone.
- Work with the Program Coordinator to provide any specific camp registration requirements to include forms, additional questions, or requests.
- Communicate directly with those requesting special assistance and modification requests. Participants who have requested support will be identified on digital camper information records provided by DPR.
- Ensure all campers have required paperwork completed prior to being admitted to the program for the day. In the event the emergency record reflects as incomplete in ePACT (or similar system), the contractor will collect a signed emergency record for the parent and submit to DPR for uploading.

**7. POSTPONE, RESCHEDULE, CANCELLATIONS, & REFUNDS**

Up to 48 hours before the camp start date, the County's Project Officer will try to find an alternative location where the Contractor can deliver the program services. If a situation arises mid-week, the Project Officer will try to find an alternative space to relocate the camp that same week. The Contractor shall move any/all equipment and program supplies necessary to operate the camp. Moving of equipment shall not impact camp hours or operations and shall be coordinated with the Project Officer. The Contractor shall operate camps for all agreed-upon hours and camp services if an alternate location is secured. If no alternative location is available, the County will postpone or cancel the remaining program schedule until an available alternative location can be secured. Please note that the County shall determine the best course of action to provide facility maintenance to County locations with minimal impact on the Contractor's ability to render the services and/or the program operation.

Should maintenance be required at a County facility in which a program(s) is to be held or is currently in progress, the County reserves the right to relocate the program(s) to an alternate County facility, or upon agreement, the Contractor's place of business or other off-site location.

Inclement weather may alter available camp program spaces. In the event that inclement weather creates field closures or unsafe outdoor conditions, outdoor spaces may become unavailable. If indoor spaces have been

allocated these should be utilized during inclement weather and program activities modified. In the event no indoor space has been allocated, the County will cancel the program for the day. The County or the Contractor can determine the program closures related to inclement weather. The Contractor shall not receive any payments for camps that are canceled by the Contractor or the County.

1. The Contractor can cancel the program by assessing unsafe outdoor programming spaces or location conditions when no indoor space is available during inclement weather.
2. The County may cancel programs based on the assessment of unsafe outdoor programming conditions or field closures when no indoor space is available during inclement weather.

The County will not be responsible for any loss in the Contractor's income or wages due to scheduled maintenance, emergency repairs, inclement weather cancellations, and/or any unforeseen circumstances that require the closure of a county facility.

Whenever possible, County staff may provide at least 30-day notice to the Contractor(s) for any scheduled maintenance.

Camps that do not meet the minimum enrollment 14 days prior to camp will be canceled by the Project Officer. DPR will communicate to the participants via email.

The County shall enforce and provide refund opportunities per DPR's [Refund Policy](#). Fees will only be paid to the Contractor based on the final camp roster. Final camp rosters are run on the last day of the session (e.g., Friday for a one-week session) or individual offering date (for one day programs).

## **8. GENERAL CAMP OPERATIONS**

The Contractor and his/her staff shall:

- A. Operate all camps in full accordance with the [Arlington Department of Parks and Recreation \(DPR\) Summer Camp Manual for Contracted Camps](#).
- B. A minimum of two (2) staff members must be always present on site when campers are present.
- C. Provide all equipment and supplies to include, but not limited to, athletic equipment, first aid equipment, portable water coolers, drinking cups, video equipment/technology, t-shirts, and awards (if appropriate) for all campers.
- D. Obtain prior approval from the DPR Camp Coordinator to conduct alternative activities to the camp description, which shall occur sparingly.
- E. Disclose any sales of food/snacks/drinks/etc. to the program coordinator prior to the start of the camp.
- F. Adhere to all facility rules and regulations including direction provided from on-site facility staff;
- G. Provide and remove all equipment and/or supplies for each camp, necessary for the successful completion of its camp(s) as there is limited storage space and overnight storage is not guaranteed;
- H. Ensure that the camp will comply with all licensing and copyright regulations related to musical performances and be responsible for all necessary fees required by American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music(BMI), and Society of European Stage Authors and Composers(SESAC).
- I. Submit all complaints via email to the DPR Camp Coordinator within 48 hours of the issue occurring regarding facility space and provide assistance to resolve any investigation conducted.
- J. Repair and replace equipment belonging to the County or Arlington Public Schools, which is damaged, destroyed, or broken by any of the campers or Contractor's staff.
- K. Replace any lost or stolen items of any County or School property issued to the Contractor for use in the camp program or under the care, control, or custody of the Contractor.

1. Acceptable replacement items will be determined by Arlington Public Schools and will be invoiced separately.

## **9. RECORDS/REPORTS**

The Contractor shall:

- A. Submit an updated Certificate of Insurance to the DPR Camp Coordinator prior to the camp season.
  1. For Summer Camp Only providers the deadline is June 1
  2. For Year- Round Break Camp provides, the deadline is August 1.
- B. Always keep records of updated staff information. Staff records should be kept on site or be able to be accessed electronically.
- C. Upon request from the County, provide the documents listed below via e-mail or postal mail to DPR Camp Coordinator within two days of request:
  1. Completed Background Checks
  2. CPR/First Aid certification cards
  3. MAT Certification Certificate
  4. Staff birthdates
- D. Use a sign-in sheet for all participants to sign in at the beginning of each day and sign out following the completion of camp, for each date that the camp operates.
  1. Self-Generated Sign-in sheet by Contractor: If creating your own sign-in sheet, the following information must be on the sign-in sheet: all participant names, the date of the camp, the name of the camp, the Contractors name, valid phone number, and e-mail address.
  2. Digital Sign In- Use of digital sign in/out sheet via ePact.
- E. If supplemental waivers are signed by families specific to the provider. It is the providers responsibility to maintain an accurate record and copy of all original signed waivers in accordance with any federal, state, or local records and retention guidelines.

## **10. STAFFING REQUIREMENTS**

The Contractor shall comply with the following staffing requirements:

- A. Provide staff to participant ratios listed in the [Arlington Department of Parks and Recreation \(DPR\) Summer Camp Manual for Contracted Camps](#). At least 2 staff must be always present on-site.
- B. Provide certified personnel to always render adult and child CPR and First Aid at the campsite.
  - Each camp location is required to have a minimum of one staff member that holds an active Adult and Child CPR/First Aid Certification, on site at all times during program hours.
  - Certified personnel shall have adult and child CPR and First Aid certifications at least one week prior to the respective camp start date.
  - The DPR Camp Coordinator may request proof of these certifications at any time.
    - i. Copies of the certifications must be given to the DPR camp coordinator within two calendar days of the date of the request.
- C. Provide certified personnel to administer medication in the event a participant requires medication.

Each camp location is required to have at least one staff member that holds an active MAT certification on site at all times during program hours, The certified personnel shall have an active Medication Administration Training (MAT) certification at least one week prior to the respective camp start date. Contractors provide copies of these certifications.

  - The DPR Camp Coordinator may request proof of these certifications at any time.
    - i. Copies of the certifications must be given to the DPR Camp Coordinator within two calendar days of the date of the request.
- D. Provide a full staffing list at least one week prior to the start of the program outlining the staff members,

their ages, and their position types. Substitute staff members do not need to be included on this listing, however when substitute staffing is utilized it is the responsibility of the Contractor to ensure that staff members meeting the appropriate designations are on site as required.

- E. Provide email and phone number contact information for the on-site camp director for each camp program no later than one week prior to the start of the program.
- F. Provide Directors meeting the following criteria:
  - Must be at least twenty-one years of age.
  - Must be on-site at all times of the camp's operation.
  - Must have a minimum of one year of experience and training working with youth in a childcare or recreation program environment.
- G. Provide staff members (Group Leaders) meeting the following criteria:
  - Must be at least eighteen (18) years of age.
  - Must have a minimum of three months of experience and training working with youth in a childcare or recreation program environment.
- H. Provide staff members (Not in Leadership) with the following criteria:
  - Contractors may have staff members younger than 18 years of age; however, that staff member cannot be left alone with camp participants.
  - Staff under the age of 18 do not count towards participant ratios.

#### **11. POST-CAMP**

The Contractor shall remain in good standing throughout the term of the contract with Arlington County by obtaining an average of good/acceptable rating from their site visits and customer satisfaction surveys. Customer satisfaction surveys are revised annually by the County. The County will provide the Contractor a copy of the Customer satisfaction prior to the first day of camp.

- A. All camp programs shall be evaluated by program participants and/or parents/guardians of program participants.
- B. The Contractor shall receive survey results for their camps at the end of the summer season. Should DPR receive a negative comment during the summer, DPR shall notify the Contractor so potential issues can be addressed.

#### **12. PROGRAM EVALUATION**

The County will evaluate the Contractors on an annual basis. The forms used for evaluation are included in the [Arlington Department of Parks and Recreation \(DPR\) Summer Camp Manual for Contracted Camps](#).

#### **13. COUNTY SUPPORT PROVIDED TO THE CONTRACTOR**

The County will:

- A. Advertise the programs in applicable marketing materials dependent upon the camp season. The Arlington County Summer Camp Catalog is, posted online. All break camp offerings are posted directly online. Supplemental marketing flyers and materials will be distributed via key county stakeholders.
- B. Provide agreed upon indoor and/or outdoor facilities for programs at County locations, if applicable.
- C. Provide additional space for specialized programming or inclement weather can be negotiated and may be at the expense of the Contractor.
- D. The County will have no obligation to the Contractor if no goods or services are required.
- E. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.

## **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. Proposals and all documents uploaded/submitted to Arlington County by an Offeror 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.

#### **PROPOSALS WILL BE RECEIVED VIA VENDOR REGISTRY UNTIL:**

**JULY 10, 2023 at 1:00 p.m.;**

**JANUARY 3, 2024 at 1:00 p.m.;**

**JULY 10, 2024 at 1:00 p.m.;**

**JANUARY 3, 2025 at 1:00 p.m.;**

**JULY 10, 2025 at 1:00 p.m.;**

**JANUARY 3, 2026 at 1:00 p.m.;**

**JULY 10, 2026 at 1:00 p.m.;**

**JANUARY 3, 2027 at 1:00 p.m.; AND**

**JULY 10, 2027 at 1:00 p.m.**

#### **CONTRACTORS WHO HAVE BEEN AWARDED A CONTRACT, DO NOT HAVE TO RESPOND TO THIS RFP EACH YEAR.**

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. 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:

EVALUATION CRITERIA	POINTS
TECHNICAL QUESTIONNAIRE	45
FIRM EXPERIENCE AND CAPACITY	35
FIRM'S KEY PERSONNEL QUALIFICATION AND EXPERIENCE	20
<b>TOTAL POINT</b>	<b>100</b>

If the County has approved available space or approve the Offerors space, Offerors who receive at least 70 points out of 100 will be deemed qualified and selected for negotiation for a potential award.

**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.

**A. EXECUTED FORMS**

1. Proposal Form: original as detailed above.
2. Conflict of Interest Statement: included in the RFP document.
3. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).
4. Attachment A-Technical Questionnaire: included in the RFP document.
5. Attachment B-Program Outline Form: included in the RFP document.
6. Attachment C-Reference Form: included in the RFP document.

**B. 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.

1. 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.*
2. The Offeror shall have a minimum of three (3) years' experience in conducting a successful recreational program.

**C. TECHNICAL QUESTIONNAIRE (45 Points)**

The Offeror must complete and submit with their proposals Attachment A: Technical Questionnaire

**D. FIRM EXPERIENCE AND CAPACITY (35 POINTS)**

The Offeror shall provide a letter of Introduction. This letter shall briefly introduce the Offeror to the County. The Offeror shall demonstrate that it has the resources, ability, and capability to provide summer and/or year-round break camps to the County. The Offeror shall have experience providing camp programs similar to the scope of work in this RFP. The Offeror shall describe its experience and expertise to perform the work described in this RFP. At a minimum, the Offeror shall include the following information:

1. Executive Summary: Summarize why your firm is the most qualified for this Scope of Services.
2. Number of years your firm has performed the services stated in this Scope of Services.
3. List up to three organizations of similar size to Arlington County for which your firm completed a similar scope of services. Include the following information for each agency:
  - i. Company/Agency Name
  - ii. Company/Agency Point of Contact, to include name, email address and phone number.
  - iii. Description of Services Provided
  - iv. Contract start/end dates.

**E. FIRM'S KEY PERSONNEL QUALIFICATION AND EXPERIENCE (20 POINTS)**

Demonstrate the assigned key personnel's qualifications necessary to assist in conducting camp programs for DPR. Provide the following information, at minimum, regarding the proposed key personnel to be used for this contract:

1. Identify the proposed Project Manager who will serve as the direct contact with the DPR Project officer. This individual must have at least three years of experience conducting a recreational program. Submit with your response a detailed resume for these key personnel and describe why he or she is qualified to serve in this capacity.
2. Identify the staffing resources that will be assigned to contract as set forth in the scope of work. The personnel shall have demonstrated experience and qualifications to perform the work. Provide a sample staffing structure for each proposed program, including subcontractors, if applicable detailing
  - Staffing structure of the program, including number of directors, support staff, volunteers, etc.
  - Staffing Qualifications, including but are not limited to experience providing similar services, certifications and/or. This can include previous summer camp programs, previous class/clinic programs, or previous childcare programs.
  - Area(s) of expertise
  - Responsibilities in performing the scope of work.
  - Acknowledgement that staff will receive all mandatory trainings/certifications (i.e., CPR/First Aid and MAT -D, etc.) within the designated timeframe as outlined 'Staffing Requirements' in the Scope of Services, if applicable.

**F. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any**

**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**

**SAMPLE AGREEMENT NO. 24-DPR-RFP-160**

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 – County Nondisclosure and Data Security Agreement (Contractor and Individual)
- Exhibit C – Business Associate Agreement
- Exhibit D– Contractor Performance Evaluation Form
- Exhibit E – Camp Submission Form

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 to provide specialized and/or recreational

summer and/or year-round break camps, on an as-needed basis to youth from ages 3 through 18 at the County's indoor and outdoor facilities. 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**

The Work will commence on \_\_\_\_\_, 20\_\_\_\_ and must be completed no later than \_\_\_\_\_ 20 \_\_\_\_ ("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 four (4) 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".

**5. PERCENTAGE SPLIT CONTRACT AMOUNT**

The Contract amount is based on a percentage split of the total registration fees charged per participant for camp, including extended care fees, at the resident rate, and before fee reductions. Total registration fees for camp offerings and extended care fees shall be determined in accordance with DPR's Fee Resolution and upon mutual agreement between the Contractor and the County. The County will pay the Contractor in accordance with the terms of the Percentage Split and Payment section below 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.

The amount of payment will be determined as follows:

- For programs that use an Arlington County owned/operated facility, the County shall pay the Contractor a 70/30 split (70% to the contractor and 30% to the County).
- For programs that do not use an Arlington County owned/operated facility, the County shall pay the Contractor an 80/20 split (80% to the contractor and 20% to the County).

Fees charged by the County for the non-resident rate and credit card processing fees will not be included in the amount due to the Contractor based on the percentage split outlined above. The County shall not pay the Contractor any other sum pursuant to this agreement.

Fees incurred by the County on behalf of the Contractor for background checks will be assessed separately twice per year in September and March. For an explanation of the fees charged, please see Background Checks.

Fees incurred by the County on behalf of the Contractor for replacement Security Access keys and keycards as a result of loss or misplacement, will be assessed and must be paid within 21 days of invoice to the the Contractor. These fees are set as \$10 per keycard and \$15 per physical key.

**6. DISCOUNTS AND FEE REDUCTIONS**

- a. Discounts: The County will not honor or provide any other discounts including, but not limited to, multiple camp, sibling, or early registration.

- b. **Fee Reductions:** In the case of County pre-approved and processed fee reductions, the payment due to the Contractor will be calculated per the split percentage rate(s) of the full fee before any County authorized fee reductions. The County fee reduction policy for DPR can be found via the web at <https://www.arlingtonva.us/Government/Departments/Parks-Recreation/Programs/Fee-Reductions>.

**7. PAYMENT**

The County will pay the Contractor according to the provisions of this section. No later than twenty-one (21) days after the Contractor’s final camp session ends, the Contractor will submit to the Project Officer an invoice. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an approved invoice. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order by which services have been performed and unique invoice number must appear on all invoices.

**8. \* 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.

**9. 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.

**10. \* 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.

**11. 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.

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).

**12. \* 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.

**13. BACKGROUND CHECK**

All employees or subcontractors, paid or unpaid, age 18 and older, whom the Contractor assigns to work on this Contract must pass the County's standard background check. The Contractor is responsible for all costs associated with the background checks and will be invoiced twice per year in September and March.

Arlington County's Department of Parks and Recreation will conduct the background check for a \$10 fee per background check. In the event additional fees are assessed to the background check as a result of court fees, each provider will be responsible for these fees. Fees will be listed on an invoice to the provider. Failure to abide by this requirement could result in the cancellation of camp programs. The background check will include the four (4) specific topics stated hereinbelow.

- A. Address Trace.
- B. State or County Criminal Record Check.
- C. National Criminal History Database Search.
- D. Sex Offender Registry Search.

The County reserve the right to amend the background check process and requirements at any time in its sole discretion. The Contractor agrees to immediately remove any employee the County determines to be unacceptable. Failure to adhere to the County's background screening check process shall be grounds for immediate contract termination. In the event, the Contractor has employees whose primary residence is not in the United States the Contractor must provide to the County, at a cost to the Contractor, an equivalent background check performed in the country of the employee's residence.

The County will provide a listing of staff members to the Contractor indicating if the employee is eligible to work (pass) or ineligible to work (fail), based on the results of the background check. Copies of the full background check report cannot be provided via Arlington County to the Contractor. Any employee of the Contractor wishing to see the results of the background check may request these directly from the current background check vendor and/or the project officer.

**14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. 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.

**15. \* 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.

**16. \* 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.

**17. \* 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.

**18. \*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.

**19. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health.

**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. DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit B) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The

Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

**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.

**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 DATA SECURITY AND PROTECTION.

**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](mailto: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](mailto: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 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 B). 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. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

**53. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the Americans with Disabilities Act (ADA) and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request from the participant/guardian, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.



- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.
- e. Operation: All camps must be operated in full accordance with the ADA.
- f. Communication with the Department of Parks and Recreation Therapeutic Recreation Office (DPR-TR) regarding contractors ADA Title III compliance.
  - 1. Communicate directly with those requesting special assistance and modification requests.
    - i. Any participants who have requested support through DPR will be identified on rosters provided by DPR and information will be placed in their online digital forms profile.
    - ii. If the Contractor would like a consultation with providing a modification, then they may contact the DPR-TR. [http://arlingtonparks.us/tr-inclusion/contact-us/](http://arlingtonparks.us/tr-inclusion/contact-us/http://arlingtonparks.us/tr-inclusion/contact-us/)
  - 2. Designate a staff member for ADA and/or inclusion support-related needs.
    - i. Designated staff member is responsible for reviewing rosters and supporting documents in advance and when provided in online digital forms profile as related to a camper's recommended program modifications.
    - ii. Designated staff member is responsible for completing additional paperwork, as requested when communicating with DPR-TR regarding ADA or inclusion support related needs.
    - iii. Designated staff member is responsible for implementing any recommendations provided by DPR-TR.
    - iv. Contact Information: Ensure that the designated staff member's contact information is always current and valid.
  - 3. DPR-TR will provide access to inclusion website with guides to providing inclusion support and general recommendations for camps. [Arlington County TR Inclusion \(arlingtonparks.us\)](http://arlingtonparks.us/tr-inclusion/)
  - 4. Contractor shall attend specific trainings, as provided, by Arlington County DPR related to program access and inclusion.
  - 5. Acknowledge that the DPR-TR is the final arbiter of what support and resources may be offered to the Contractor.

#### **54. 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. Sexual Abuse and Molestation - \$500,00 per occurrence, with \$1,000,000 annual aggregate.
- e. Miscellaneous Errors and Omissions - \$1 million per occurrence/claim.
- 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.

**55. CONTRACTOR PERFORMANCE EVALUATION**

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT B**  
**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of \_\_\_\_\_ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 24-DPR-RFP-160 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and

running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

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

Printed Name and Title: \_\_\_\_\_

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

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(INDIVIDUAL)**

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 24-DPR-RFP-160 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved

Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Witnessed:

Contractor's Project Manager: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**

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

**EXHIBIT D**

**CONTRACTOR PERFORMANCE EVALUATION FORM**

**ARLINGTON COUNTY GOVERNMENT**

Contractor Performance Evaluation Form

Contractor Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Date: \_\_\_\_\_ Project/Contract Name: \_\_\_\_\_

Interim Evaluation \_\_\_\_ Final Evaluation \_\_\_\_

Scope of Work/Services Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Contract End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please rate the effectiveness of the Contractor's performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below "satisfactory" or an "excellent" in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor's workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

\_\_\_\_ Unacceptable      \_\_\_\_ Poor      \_\_\_\_ Satisfactory      \_\_\_\_ Excellent      \_\_\_\_ N/A

2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

\_\_\_\_ Unacceptable      \_\_\_\_ Poor      \_\_\_\_ Satisfactory      \_\_\_\_ Excellent      \_\_\_\_ N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

12. Level of Overall Performance

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes       No

---

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor’s performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator’s (PjO) Printed Name \_\_\_\_\_ Evaluator’s Title: \_\_\_\_\_

Contractor’s signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END

**VII. ATTACHMENTS AND FORMS**

**ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 24-DPR-RFP-160**

**PROPOSAL FORM**

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 1:00 P.M., JULY 10, 2023, AS THE FIRST DEADLINE.**

FOR PROVIDING SUMMER AND/OR YEAR-ROUND BREAK CAMPS 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](#).

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:

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

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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-DPR-RFP-160, 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: \_\_\_\_\_

## REFERENCES

Offerors shall provide up to three (3) references for similar services, such as providing summer camps, that have been provided by the Offeror within the past three (3) years. The County reserves the right to evaluate the quality of Contractor's work through sending questionnaires and site visits with Contractor's references.

### REFERENCE No. 1

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

### REFERENCE No. 2

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

### REFERENCE No. 3

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

**ATTACHMENT A  
TECHNICAL QUESTIONNAIRE**

Offerors are required to submit as a part of their Technical Proposal for Arlington County Summer Camp Program responses to the following questions. Offerors may provide responses to the technical proposal questions on a separate sheet of paper; however, responses shall show the corresponding question number from this Questionnaire. All questions should be answered or marked "Not Applicable". If your response has been captured in a previous section, please provide a reference to the page number, section number, and paragraph of your Technical Proposal where the response is written.

1. List of proposed locations (name and address) or specifications of program space required to hold camp programs.
2. Will you provide reasonable accommodations for individuals in the program with special needs as outlined in the Americans with Disabilities Act? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, describe your firm's ability to make reasonable modifications. Include information on personnel who will be responsible for implementing reasonable modifications.

3. Describe behavior management policy for youth, where applicable.
4. Provide any documentation that details your firm's safety precaution procedures to include but not limited to illness, missing participants, hazardous situations, etc.
5. Provide an emergency preparedness plan for all programs, including safety precautions that meet industry standards. Please include applicable plans based upon your programs structure including but not limited to playground safety plans, fire safety, lost participant protocols, activity safety (based on program type/s), swimming safety, plan to recognize & report child abuse, safety while traveling (off-site)
6. Provide an inclement weather plan for any proposed outdoor programs.
7. Provide a description of all facility and equipment requirements. Indicate which equipment is to be provided by the Contractor(s), and which equipment is required by the student/participant. If needed, describe requirements by camp title.
8. Identify proposed instructional personnel requirements, including skill levels and any certifications, and identify the programs they would teach. Include instructor job descriptions and qualifications for camp staff to be hired at a future date.
9. As evidence of successful prior experience, please attach any business brochures, advertisements, letters of commendation, awards and/or customer evaluations from current and previous clients, students, and/or parents of students that demonstrate success with similar programs.
10. Provide information on your hiring procedures, including job descriptions and minimum qualifications.
11. Provide a list of trainings staff receive prior to the start of the season (Summer and/or year-round camps)
12. Provide a completed Program Outline form which can be found attached to this solicitation. (Attachment B).

13. Provide camp curriculum content and daily structure outline.
14. Describe methods of instruction. Please include at least one example of a method of instruction varies for age groups and for persons with physical or developmental disabilities, describe. Attach lesson plans for proposed instruction. If more than one type of program is proposed, include the method of instruction descriptions and lesson plans for each type of program.
15. Provide historical enrollment information, registration breakdowns, total revenue generated.
16. Provide any other information that you would like to include in your Technical Proposal.

