



Loudoun County, Virginia

REQUEST FOR PROPOSAL

SPECIALIZED PROGRAMS AND CAMP INSTRUCTORS

ACCEPTANCE DATE: ONGOING (SEE SECTION 1.0)

RFP NUMBER: RFQ 149783

ACCEPTANCE PLACE: Department Finance and Budget
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

PLEASE NOTE: A Pre-Proposal Conference will be held on February 4, 2020 at 1:00 PM in the Lovettsville Conference Room, located at 1 Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

Requests for information related to this Proposal should be directed to:

Kathleen R. Armstrong
Contracting Officer
(703) 777-0566
(703) 771-5097 (Fax)
E-mail address: Kathleen.Armstrong@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: January 22, 2020

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

SPECIALIZED PROGRAMS AND CAMP INSTRUCTORS

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Prepared by: /s/ Kathleen R. Armstrong
Contracting Officer

Date: January 22, 2020

SPECIALIZED PROGRAMS AND CAMP INSTRUCTORS

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain proposals from offerors who can provide programs for Spring Break Camps, Winter Break Camps, Summer Camps, year round classes, leagues, clinics/seminar programs, and/or daytrip programs sponsored by the County of Loudoun, Virginia (County), Department of Parks, Recreation, and Community Services (PRCS).

PRCS is interested in attracting offerors willing to provide high quality instruction, personnel, and equipment (either utilizing County or other facilities) at/or below market price to provide a wide variety of affordable programs to County residents.

To ensure offering high quality, innovative programs, **the County will accept proposals throughout the entire period of the Contract.** Offerors may propose one or more of the activities listed herein. The service period and publication period for proposals are included in the table below. For example, an offeror's services will be offered in the Summer Camp Guide provided that:

- 1.1 The proposal submission is received by the date indicated in the table below
- 1.2 The proposal is accurate and complete and contains all required documentation pursuant to the solicitation requirements
- 1.3 The proposal is deemed acceptable to be evaluated
- 1.4 The proposal is evaluated by PRCS
- 1.5 Depending upon the evaluation score, the offeror is awarded a contract
- 1.6 The offeror successfully markets its services to the PRCS divisions prior to the actual publication deadline

Proposals received by the County missing any information, documentation, or requiring further negotiations may result in delays in meeting the actual publication deadlines. Additionally, delays in the vendor marketing its services after vendor award may result in delays meeting the actual publication deadlines.

Seasonal Programs Dates Table		
Proposal due date	Service Period	Publication Brochure
November 1st	Mid-June – Labor Day	Summer Camp Guide
January 1st	Mid-June – Labor Day	Summer Activity Guide
April 1st	Early September – November 30th	Fall Activity Guide
July 1st	December 1 st - February 28th	Winter Activity Guide
October 1st	March 1st- Mid June	Spring Activity Guide

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

PRCS has been providing specialized programs on a similar contract since 2003. The current RFP is designed to allow PRCS the opportunity to further expand the concept of specialized programs. PRCS wants to provide new and innovative programs while being responsive to the needs and interests of the citizens of Loudoun County, therefore, proposals for all types of recreation programs/activities are encouraged.

PRCS has successfully offered a variety of recreational programs with various Contractors. These activities have been both popular and revenue producing. All County costs associated with the operation of these activities were fully recovered. The County wishes to contract with multiple offerors who are equipped and qualified to provide these services.

PRCS' Spring Break and Winter Break camps are held during the weeks of Loudoun County Public Schools' Winter and Spring breaks. Summer Camps for school age children usually begin the week after school ends and operate through the week before Loudoun County Public Schools begin in the Fall. Summer Activities for all ages operate during the same period as Summer Camps and include classes, clinics, lessons and various other types of activities. There are year round classes which operate on a quarterly schedule (Spring, Summer, Fall, and Winter sessions). The daytrip programs are activities that vary from day to day and the participants are transported to the site where the activity(s) will take place.

The following activities can be held at any PRCS facility (specific facility will be determined by PRCS), at the provider's place of business, or another off site location.

3.1 Adventure Activities:

- A. Archery
- B. Biking (Bike Tours, Mountain Biking, BMX, etc.)
- C. Canoeing
- D. Caving
- E. Kayaking
- F. Laser Tag
- G. Orienteering/Wilderness Survival
- H. Paintball
- I. Rock Climbing

- J. Ropes/Course Challenge
- K. Sailing
- L. Scuba Diving
- M. Snorkeling
- N. Team Building
- O. Nature Tours
- P. Trail Rides
- Q. Tubing
- R. White Water Rafting

3.2 Sports/Fitness:

- A. Aerobics
- B. Baseball
- C. Basketball
- D. Bowling
- E. Cheerleading
- F. Dog Obedience/Agility
- G. Fencing
- H. Field Hockey
- I. Football
- J. Gymnastics/Tumbling
- K. Lacrosse
- L. Martial Arts
- M. Pilates
- N. Roller Hockey
- O. Skating (i.e., In-Line Skating, Skateboarding, etc.)
- P. Soccer
- Q. Softball
- R. Sports Training
- S. Tennis/Racquet Sports
- T. Volleyball
- U. Water sports (Swimming, polo, etc.)
- V. Winter Sports (i.e., Snowboarding, snow tubing, skiing, etc.)
- W. Yoga

3.3 Fine & Performing Arts:

- A. Arts and crafts
- B. Culinary
- C. Dance
- D. Drama
- E. Etiquette/Manners
- F. Magic
- G. Music

3.4 Enrichment

- A. Science, Technology, Engineering, Math (STEM)
- B. Other Academic Subjects

Qualified offerors may submit proposals for one, several, or all of the types of activities listed above. Additionally, if a particular type of program is offered in one age group and not in another, it does not disqualify the offeror's proposal from consideration. PRCS will also consider proposals in categories other than those listed above

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide the following:

4.1 Contractor Responsibilities

The Contractor shall:

- A. Upon award of a contract and prior to PRCS Brochure production deadline, as listed in Section 1.0 , contact one or more of the five (5) divisions listed below that are responsible for hosting programs and inquire if there is a need for Contractor's program at their facility. The Contractor shall forward its program offerings and information to those divisions expressing an interest in Contractors' services. The division(s) will then provide Contractor with scheduling information for its services whether summer camps, summer activities, fall, winter or spring breaks and will be included in the applicable PRCS Brochure.

Any offerings received after the deadline in Section 1.0, may not be included in the brochure until the next scheduled window of time.

1. **Sports:**

To: Dave Carver, 703-777-0346
Dave.Carver@loudoun.gov

2. **Community Centers:**

To: Rameir Martin, 703-777-0192
Rameir.Martin@loudoun.gov

3. **Senior Programs:**

To: Debra Williams, 703-777-0209
Debra.Williams@loudoun.gov

4. **Parks**

To: Greg Davidson, 703-737-8554
Greg.Davidson@loudoun.gov

5. **Recreation Centers**

To: Tommy Cureton, 703-737-8747
tommy.cureton@loudoun.gov

B. **Staffing**

The Contractor shall:

1. Provide experienced, adult instructional staff for each program being offered. All members of the instructional staff who will be instructing, facilitating, or operating one or more of these programs must be eighteen (18) years of age or older. If a staff member under the age of eighteen (18) is instructing, facilitating, or operating one or more program sessions, then he/she must be accompanied by an adult member for the duration of the session.
2. Allow only staff members with the appropriate certifications and/or licenses to perform the services. Copies of the licenses and/or certifications are required at proposal submission.
3. Ensure at least one (1) staff member is certified in Cardiopulmonary Resuscitation (CPR) and First Aid and shall be on site during any programs that have PRCS registered participants. A copy of the CPR and First Aid certification is required at proposal submission.
4. Ensure an appropriate ratio of adult instructors to participants is maintained at all times as determined by agreement between the Contractor and the PRCS.
5. Provide staff with previous experience with working with a variety of participants (i.e., children, adults, seniors, persons with disabilities, etc.).
6. Ensure staff assigned has successfully completed the following background checks prior to the start of the program:
 - a. National Criminal Background check
 - b. Child Protective Services (CPS) record check

These checks shall be performed prior to the submission of the proposal and at the cost of the Contractor.

Documentation containing the results of the National Criminal Background check and the CPS check must be included with the proposal submission along with a notarized letter verifying the results of the background checks. The Contractor shall take full responsibility that their current staff and any newly hired staff have completed and passed the background checks before providing services to any of the participants. (Reference Paragraph 5.31)

C. All Contractor staff shall:

Positively encourage every participant.

Promote cooperation and encourage participants to work together.

1. Demonstrate kindness and patience toward every participant.
2. Notify parents or legal guardians when any behavioral problem has been evident and work calmly, patiently, and attentively with the parents to resolve the problem.
3. Provide a safe environment at all times for all participants and staff.
4. Provide direct supervision to all participants. PRCS requires that each Contractor ensure that participants are supervised by Contractor staff at all times. And that participants to staff ratios are maintained at all times. To ensure Contractor staff ratios are adequate, the Contractor must provide staff on sight during the full operations of the camps or classes and to ensure that staff remain on sight until the last participant has been picked up or has left the site.

D. Programming

The Contractor shall:

1. Provide participants with safe, well-organized, fun-filled instruction.
2. Provide staffing with any necessary notifications for the participants; a safe appropriate environment; and any equipment for the proposed services. If any items/services are needed from PRCS, the Contractor shall clearly identify those items/services in its proposal. In instances where additional equipment (i.e., porta john, tents, etc.) are needed, fees will be assessed for use of these items. These fees shall be deducted on Contractor's corresponding invoice.
3. Provide participants with the opportunity to develop skills and/or maintain a proficiency in their selected program(s).
4. Identify minimum and maximum enrollment levels for programs. The Contractor may not reduce the minimum number of participant spaces available to the PRCS program without written permission from PRCS. PRCS, upon written request from the Contractor, may agree to reduce the number of participant spaces, if given adequately in advance of marketing the program. The Contractor may increase the maximum number of spaces available to PRCS at any time with PRCS approval.

5. Reimburse PRCS for damages caused to any County property or facilities as a result of the programming.

E. Administrative Duties

The Contractor shall:

1. Recruit, hire, supervise, evaluate, and financially compensate, qualified staff.
2. Oversee the daily operations of the program in accordance with the awarded Contract.
3. Submit auditable records concerning program attendance, participant evaluations of activities, and if applicable, registration and financial records within thirty (30) days of camp completion.
4. Maintain insurance policies in accordance with County standards as described in Paragraph 5.8.
5. Submit an invoice to PRCS for payment within thirty (30) days after services have been rendered and provide a copy of the participant attendance records with each invoice. Invoices shall include, at a minimum:
 - a. Purchase order number
 - b. Activity number
 - c. Section number
 - d. Instructor(s) name(s)
 - e. Description
 - f. Total enrolled
 - g. Price for the program
 - h. Total due to Contractor minus the percentage due to PRCS pursuant to Attachment 1-C. (See the invoice sample in Attachment #2-A).
6. Submit written descriptions of proposed programs for the appropriate quarter by the dates listed in Section 1.0. The descriptions shall contain:
 - a. The proposed dates and times of programs
 - b. A general description of the curriculum
 - c. Cost of the programs
 - d. Any special information that the student must know (i.e.: equipment needs)
 - e. Proposed location of the program. (PRCS may modify a

program's description so as to accommodate other Contractors or PRCS programs with the same program title.)

- f. The pricing of specialized programs, camps, and classes must be consistent across all PRCS divisions and facility locations. For example, the same program cannot be higher in one area of the county as opposed to another area of the county.
7. Contact program participants by telephone in case of program cancellations or schedule changes as needed in consultation with PRCS.
8. Network with the community and promote the approved programs. Any flyers advertising PRCS programs must be approved by PRCS for that activity *prior* to distribution. Any costs for additional advertising shall be the responsibility of the Contractor.
9. Comply with all federal, state, and local laws, regulations, and licensing requirements.

4.2 County Rights and Responsibilities

A. County Support

The County will:

1. Perform registration for all program participants which includes the collection of fees, and the processing of refunds. The Contractor shall not register any participants. (Note: All fees shall be made payable to the County of Loudoun, Virginia.) PRCS will return to the Contractor the agreed upon percentage from the registration fees collected after the program has been completed and an accurate invoice has been submitted. In addition to the normal registration fee that PRCS collects, some programs may require an additional fee for supplies, equipment, etc. Those fees will also be collected at the time of registration. Such fees may be adjusted at the discretion of PRCS and is payable exclusively to PRCS.
2. Advertise approved activities through various means, such as the quarterly brochures, public service announcements, the PRCS website, flyers, etc. *Advertisement is contingent upon the Contractor submitting all required information to the County prior to the dates listed in Section 1.0 of the RFP.*
3. Cancellations shall be at the discretion of the PRCS. The decision to cancel a program in part or the whole shall be done in consideration of the safety of all involved and/or for reasons of cost effectiveness as determined by the PRCS.

4. Assist in the planning and development of activities. PRCS is knowledgeable and will make key suggestions regarding factors such as recommended age of participants, days and times of operation, number and length of sessions, locations, course content, and pricing. PRCS reserves the right to negotiate all of these factors with the Contractor.
5. Provide necessary equipment to the Contractor, at the Contractor's request in conjunction with subsection 4.1 item D.2.
6. The County's Contracting Officer shall facilitate a "kick-off" meeting with the successful offeror(s) on an as needed basis.

B. County Rights

1. The County reserves the right to contact references, make on-site visits to assess the capabilities of the individual Contractor, contact the participants to assess satisfaction, and monitor Contract performance.
2. Cancellations:
If the PRCS declares the program cancelled, the Contractor shall notify all participants in a timely manner. PRCS will process all refunds and send notifications within three (3) weeks of the date of cancellation.
3. The County reserves the right to select an alternate County location for a program from what the Contractor proposes.
4. The County reserves the right to refuse a program depending on the current demand, facility space, or current number of providers for a particular program. If a proposal is submitted for a particular quarter is not accepted, the County will keep the proposal and the Contractor may resubmit new dates/programs for the next quarter. The County will then re-evaluate the proposal at that time.
5. Satisfaction Guarantee
 - a. PRCS will have the right to make refund decisions or to make other accommodations for registrants in order to maintain customer satisfaction. In cases where refunds to registrant(s) are made, the Contractor will not be paid for that individual registrant.
 - b. In case of inclement weather, emergencies or other reasons that prevent programs from being completed by the end of a session, customers will be refunded for the incomplete portion or offered a make up for the program and the Contractor's revenue shall be adjusted accordingly. (See Attachment #1-D for

Inclement Weather Policy.)

- c. For quality monitoring purposes, PRCS reserves the right to place anonymous evaluators in the Contractor's program at no charge to PRCS or the participant. These evaluators will normally be placed in a program that do not have full enrollment, so as to not negatively affect revenue. The identity of these evaluators will not be revealed until after completion of that program session. In addition, the County may conduct random evaluations of programs. The County will provide evaluation forms to the Contractor that the Contractor shall distribute to all participants of the session being evaluated. Please see Attachment 2 for a sample evaluation form.

5.0 TERMS AND CONDITIONS

The Agreement for Service ("Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Agreement terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

5.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the PRCS Program Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the PRCS Program Director or his/her authorized representative(s) acting within their authority for the County. Any change to the must be approved in writing by the Division of Procurement and the Contractor.

5.2 Term

The Agreement term cover the period from September 1, 2020 – August 31, 2025 or an equivalent period depending upon date of Agreement award. There will be no renewals for this contract.

The Contractor(s) percentages are guaranteed for a minimum of twelve (12) months. After the twelve (12) month period the Contractor(s) may request to adjust their percentages. Such requests shall be submitted in writing to the Contracting Officer at least thirty (30) days prior to the next scheduled

Proposal Due Date as listed on the table in paragraph 1.0. The County reserves the right to adjust the program fees and any fees associated with the program based upon the budgetary requirements as determined by the Board of Supervisors, the current market value of the type of program being offered and/or any other circumstance that would prove to be fiscally advantageous to the County.

5.3 Contractor Delays and Deficient Performance

Time is of the essence. The Contractor must keep the County advised at all times of the status of Contractor's performance under the Agreement. If a delay in performance is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to perform its contractual obligations within the time period specified in the Agreement, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to cure its deficient performance as required by the County, the County may terminate this Agreement as set forth in section 5.26 below.

5.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

5.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's Business, Professional, and Occupational Licensing (BPOL) Tax Ordinance throughout the entire term of the Agreement including any renewals.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

5.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Agreement or Agreement renewal.

5.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The

Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations: aggregate	\$2,000,000
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- b. European markets including those based in London, and the domestic surplus lines market that operate on

a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Agreement within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Agreement name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

5.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence

of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

5.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

5.11 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

5.12 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia

Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

5.13 Employment Discrimination by Contractors Prohibited *

Every Agreement of over \$10,000 shall include the following provisions:

D. During the performance of this Contract, the Contractor agrees as follows:

5. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
6. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
7. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

E. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.14 Drug-free Workplace *

Every Agreement over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

5.15 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

5.16 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Agreement award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

5.18 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

5.19 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

5.20 Ordering, Invoicing and Payment

Upon delivery and acceptance of the equipment and/or service, the Contractor shall submit an invoice detailing the appropriate charges.

Any invoice for final payment under the Agreement must be submitted within thirty (30) days after completion or delivery.

County of Loudoun, Virginia
Department of Parks, Recreation,
and Community Services
742 Miller Drive, SE
Leesburg, VA 20175

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any invoice items are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers; and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5.21 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- D. 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
- E. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

5.22 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5.23 Termination

Subject to the provisions below, this Agreement may be terminated by the County as follows.

A. Termination for Convenience

The County may terminate this Agreement, in whole or in part, at any time without cause upon giving the Contractor a thirty (30) day advance written notice of such termination. Following the notice, the Contractor shall prepare for the termination by mitigating any losses it may incur to the extent practicable. Upon expiration of the thirty (30) days and unless otherwise agreed by the parties in writing, the Contractor shall immediately cease its performance of the Agreement and take such steps as County may require to assign to the County the Contractor's interest in all warranties, subcontracts, and purchase orders designated by County. After such steps have been taken by the Contractor to the satisfaction of the County, the Contractor shall receive the amounts due for all work performed and

accepted by the County pursuant to the Agreement through the date of termination. In addition, the parties may negotiate reasonable termination costs actually incurred by the Contractor as a direct result of the termination.

B. Termination for Cause

In the event Contractor fails to perform one or more of its obligations pursuant to the requirements of this Agreement, is adjudged bankrupt, or fails to comply with any law, regulation, or ordinance applicable to Contractor's performance, the County may terminate this Agreement for cause. However, prior to terminating for cause, the County shall provide Contractor an opportunity to cure its performance by providing a written notice to cure. In the event, Contractor fails to cure its performance within the time period provided in the cure notice, the Contractor shall be notified that the Agreement is terminated effective immediately. The Contractor shall reimburse the County for all damages incurred by the County as a result of Contractor's failure to perform pursuant to the terms of the Agreement including, but not limited to, County's purchase of items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. In the event that there is a balance the County owes to the Contractor from under the Agreement or from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment. The Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

5.24 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later

than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

5.25 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.26 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

5.27 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

option (a) and (b)
County of Loudoun, Virginia
Division of Procurement
1 Harrison St, SE 4th Floor
Leesburg, VA 20175
Attn: Kathleen R. Armstrong

option (c)
County of Loudoun, Virginia
P.O. Box 7000
Leesburg, VA 20177
Attn: Kathleen R. Armstrong

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

5.28 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

5.29 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth 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. Any business entity described herein that enters into an Agreement with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.30 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Agreement termination.

5.31 Criminal Background Checks

In order to comply with this requirement the Contractor will:

- A. Conduct 1) National criminal background check and 2) Child Protective Services (CPS) Central Registry check for all current

qualifying employees who will be providing instruction or direct supervision of PRCS participants.

The national criminal background check is defined as a search that includes all 50 states' official repositories for state police reports, or a FBI national background check. The CPS Central Registry is a database maintained by the Commonwealth of Virginia Department of Social Services Child Protective Services and the form is available at https://www.dss.virginia.gov/files/division/licensing/background_index_childrens_facilities/founded_cps_complaints/032-02-0151-12-eng.pdf. In addition, the Contractor is required to submit a notarized letter in their proposal attesting that the criminal records checks have been completed as described below. Copies of the National criminal background check and the CPS check must accompany the notarized letter. By acceptance of the award of this contract the Contractor guarantees compliance with this provision.

- B. Any employees hired by the Contractor ***after*** contract award must have a 1) National criminal background check and 2) CPS Central Registry check initiated within the first week of employment.

A copy of the checks must be submitted to the Contracting Officer within forty-five (45) calendar days of the date of hire. The screenings must be made of police records checks to ascertain and ensure that no instructor who provides PRCS services has been convicted of murder, abduction, sexual assault, failing to secure medical attention for an injured child, pandering, crimes against nature involving children, taking indecent liberties with children, neglect of children, obscenity involving children, illegal sale, distribution or possession of a controlled substance, as defined by Virginia law or by similar law of another state.

- C. Screen the CPS report to ascertain and ensure that no instructor who provides PRCS services is the subject of a report made pursuant to Code of Virginia Section 63.1, that a complaint of child abuse or neglect is founded.
- D. In the event that the Contractor fails to submit the required copies of the background checks for any of their employees hired after contract award the Contractor's programs may be cancelled and/or the contract may be terminated.
- E. The Contractor shall submit the names, social security numbers, and other information of its employees when requested by the County. This information will only be used by Loudoun County to obtain nation-wide criminal background checks when the county, in its sole discretion, determines it necessary for reasons of security or confidentiality. When this occurs, the Contractor shall not send any workers to the job site whose information has not been provided

for the County's background check. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the project manager. These background checks, when requested, will be performed at the County's expense.

- F. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

5.32 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Agreement termination. The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and

then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Agreement and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Agreement are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

5.33 Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

5.34 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Agreement and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Agreement and to fulfill its or their obligations under the contract. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay

money in a timely manner which matured prior to the occurrence of that event. The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Agreement price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

5.35 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

5.36 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

6.1 The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- A. Overall quality of the offeror(s) proposal, including goals, objectives, methods of instruction, lesson plans, and curriculum. (10 points)
- B. Quantity, diversity, and quality of facilities and equipment. (10 points)
- C. Philosophical approach to development and management of programs being offered. (15 points)
- D. Demonstrated experience and reputation in providing quality instruction and services. The offeror shall provide references, recommendations, and/or evaluations to prove success of program being offered. (15 points)
- E. Accessibility to Loudoun County residents, including the ability to comply with "Americans with Disability Act" (ADA) requirements. (Ref. paragraph 5.12) (5 points)
- F. Experience and credentials of instructor(s). (15 points)
- G. Cost versus revenue generation prospects that consider the market value of services, promotes maximum participation of County residents, and demonstrates a breakdown that is fair for PRCS considering costs for PRCS in space, marketing program, serving

the public and handling registrations and refunds. (25 points)

- H. Offeror's agreement and ability to meet/exceed all requirements contained herein and to comply with the County's Agreement Terms and Conditions. (5 points)

PRCS will evaluate all of the proposal responses. The evaluation scores will be provided to the County's Contracting Officer. If proposals are scored within the acceptable level, the Contracting Officer will award an Agreement to the Contractor and the Contractor will be added to the list of Contractors available for PRCS to use in the development of said camps, clinics and classes.

Being an approved Agreement Contractor does not always ensure that the camp, clinic, or class will be offered by the County. The Contractor must work with the PRCS Department Division Managers, Subsection 4.1.A.1. and Managers or other appropriate staff in order to secure if their program meets the demands of that particular program site or facility.

Interviews and/or site visits may be requested by County staff. The final terms and conditions of the proposed Agreement will be negotiated by Division of Procurement with the successful offerors. Contracts may be awarded to multiple offerors who submit responsible and responsive proposals. The Division of Procurement reserves the right to waive any informality and to reject all proposals in whole or in part.

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

7.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only (see Attachment 1-C. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. The initial proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time February 28, 2020. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted,

unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals.

Subsequent proposals will be accepted on the ongoing basis and awarded accordingly.

- G. Proposals may be either mailed to the County of Loudoun, Procurement Division at P.O. Box 7000, Leesburg, Virginia 20177 or hand delivered to 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original and one (1) copy of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Initial material questions will be answered in writing with an Addendum provided, however, that all questions are received *by noon, February 7, 2020*. Subsequent material questions will be answered in writing with an Addendum based on the receipt of those questions. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Inspection of Site

It is strongly recommended that all offerors make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of his obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting Karen Sheets or Jeremy Payne at the PRCS Administrative Offices at 20145 Ashbrook Place, Ashburn, VA 20147 or by calling 703-777-0343.

7.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

7.5 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

7.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

7.7 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the Agreement and are of a "Material" nature.

7.8 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign. If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

7.9 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at

the address shown in the solicitation prior to the time of acceptance.

- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.10 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days. The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

7.11 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

7.12 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

7.13 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or

reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

7.14 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

7.15 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

7.16 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the Agreement to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.17 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.18 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

7.19 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any Agreement awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign an Agreement with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

7.20 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

7.21 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

7.22 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.23 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

7.24 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of Agreement award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.25 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

7.26 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

7.27 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Agreement and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

8.0 SPECIALIZED PROGRAMS AND CAMP INSTRUCTORS PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 149783 for the price as stated in the price proposal.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:		INCLUDED: (X)
1.	W-9 Form:	_____
2.	Certificate of Insurance:	_____
3.	Addenda, if any (Informality):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (7.2).

ITEM:		INCLUDED: (X)
1.	Addenda, if any:	_____
2.	Payment Terms:	_____ net 30 or ____ Other
3.	Proof of Authority to Transact Business in Virginia Form (7.24):	_____
4.	References (on County form) (7.12):	_____
5.	Attachment #1	_____

- 6. Attachment #1-A _____
- 7. Attachment #1-B _____
- 8. Attachment #1-C _____
- 9. Attachment #1-D _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (7.9): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.

References for: RFQ 149783 for Specialized Programs and Camp Instructors

Offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____

4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Budget

1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

RFQ 149783

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other _____

SERVICE RESPONSE CARD

RFQ 149783

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Patty Cogle • Procurement • PO Box 7000 • Leesburg, VA 20177



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MwCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MwCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

ATTACHMENT #1
RFQ 149783
TECHNICAL PROPOSAL FORMAT
LOUDOUN COUNTY DEPARTMENT OF PARKS, RECREATION, AND COMMUNITY SERVICES

Firm Name: _____

Address: _____

Phone Number: _____ Federal Tax ID: _____

Please identify your responses by number. Ensure your comments are complete and clear, but brief. Instructional manuals, brochures and other marketing material may be attached to illustrate your comments. Fill out this form and attach it to the front of the corresponding response to this section. **Use additional paper as needed.**

1. Describe your company including an explanation of:

- Services

- Location(s) of operation

- Staff size

- Program goals and philosophy

2. Describe your proposed program in terms of:

- Location(s) of operation

- Operating schedules

- Participant ages
 - Staffing and instructor to student ratios
 - Program content
3. Describe the lesson plans and methods of instruction for proposed activities. You shall use the format on Attachment 1-A and answer all questions completely.
 4. List your proposed instructional personnel; attach their resumes, and what County classes or programs they would teach.
 5. List and describe the equipment (i.e., port-john) and facilities that you will provide or arrange for the proposed classes or programs. If proposing to use County owned or leased facilities, please list specific facilities proposed for use and equipment you will need Loudoun County PRCS to provide. In some instances additional fees will be applicable (See Section 4.1.2.b).
 6. Describe the safety measures that will be used to ensure participant safety.
 7. Agree to adopt the PRCS inclement weather cancellation policy. Attachment 1-D.
 8. Explain how you would assist in marketing the proposed services.
 9. Explain how you would assess participant satisfaction and evaluate your performance of services and if you would consider utilizing a PRCS evaluation form. Describe your customer service philosophy.
 10. Describe the reasonable accommodations you would make for persons with disabilities in compliance with the Americans with Disabilities Act. Demonstrate your knowledge of at least two different types of disabilities and accommodations

that you would make.

11. Attach a Certificate of Insurance with this proposal illustrating your firm's compliance with the requirements set forth herein.
12. Attach a list of three (3) references with names and telephone numbers. Preferred references would include an adult participant or the parent of a youth participant, a professional peer or associate, and someone who has contracted services from you that are similar to those proposed in the RFP.
13. Provide any other information that you would like to include in your RFP Technical Proposal.
14. Attach a copy of your County license. All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Be sure to sign the Technical Proposal using the following format:

Signature of Offeror

Date

Typed Name & Title of Offeror

ATTACHMENT #1-A
RFQ 149783

TECHNICAL PROPOSAL FORMAT
PRCS Class Curriculum Written Format

Name of the Firm: _____

Title of Class: _____

Date: _____

Answer the questions as completely and thoroughly as possible. Use additional paper as needed. Fill out this form and attach to the front of your response to this section. *Typed answers are preferred.*

1. What are the objectives of the class you instruct?

2. List skills, knowledge and abilities the student can expect to learn by participating in your class.

3. Please explain the routine or activity structure you usually follow for each class meeting. Provide a schedule of general activities that the class will follow to enable you to meet the class objectives. It generally consists of a Set-up Time; A Warm Up Exercise to review last week's lesson; Introduction and Demonstration of New Skill; Exercise to practice new skill; Cool down or Clean up time, with information about what will be covered in the next class meeting.

4. Please describe the program unit plan for your class. Include a detailed outline of objectives, skills, and/or abilities and the order in which you plan to present them throughout the class sessions. It should indicate the best progression of skills and the order of instruction to allow the student to build his/her abilities upon the previous lesson.

5. Please write a sample of your lesson plans for one class meeting.

6. Write a detailed description of specific lesson activities you will teach as the students observe, practice, explore, duplicate or create, enabling them to learn, practice and perfect a new skill, ability or knowledge.

7. Write a brief brochure description of the class you will instruct.

8. Write a sample of what you would like to see appear in our quarterly brochure. It should include:
 - a. The price of the class
 - b. How many class meetings
 - c. Supply fees if applicable
 - d. Most importantly, include the class objectives so our participants will know what to expect to gain as participant in your class.

**ATTACHMENT #1-B
RFQ 149783**

**TECHNICAL PROPOSAL FORMAT
Program Proposal Outline**

Name of the Firm: _____

Title of Class: _____

Date: _____

For each program you are offering, please provide the following for each:

1. Name of Program:
2. Brief Description:
3. Ages of participants:
4. Number of weeks per session:
5. Equipment needed for participants (Please be specific in detailing what is to be provided by you and the County):
6. Days of the week:
7. Preferred Locations:
8. Minimum / Maximum Class Size:

9. Ratio of Instructor to Participants:

10. Miscellaneous Comments:

**ATTACHMENT #1-C
RFQ 149783**

FINANCIAL PROPOSAL FORMAT

Firm Name: _____

Address: _____

Phone Number: _____ Federal Tax ID: _____

Please identify your responses by number. Ensure your comments are complete and clear, but brief. Fill out this form and attach to the front of your response to this section. Instructional manuals, brochures, and other marketing material may be attached to illustrate your comments.

1. Describe the proposed fee structure for the services provided. Describe your:
 - a. Justification for the cost of the proposed activity
 - b. Data adequate to establish the cost effectiveness of the proposal
 - c. Price comparison for the market rate study for activity proposal outlining other similar activities.
 - i. Describe your financial arrangement with the County for the proposed activity(s). **The County shall receive a percentage of all fees collected for the services provided. The County's payment to the Contractor and the amount that the County must charge in order to cover its operating expenses must be at or lower than the best regular price for equivalent services offered to the general public by the Contractor.** Offerors will be evaluated on their ability to provide high quality service, including some combination of training and facility usage, at the best cost for County residents. Financial proposal must fall within the ranges below. The County and the Contractor will mutually agree upon the actual percentages paid to the Contractor.
 - ii. Please select a percentage in the range that follows:

15-50% _____%

Be sure to sign the Financial Proposal using the following format:

Signature of Offeror

Date

Typed Name & Title of Offeror

ATTACHMENT 1-D
RFQ 149783

CERTIFICATION OF
NATIONAL BACKGROUND & CHILD PROTECTIVE SERVICES CHECKS

By submission of this proposal and any resultant contract, the Contractor hereby certifies its compliance with these provisions.

1. Prior to proposal submission, vendor shall conduct:
 - A. National criminal background check and
 - B. Child Protective Services (CPS) Central Registry check for all current qualifying employees who will be providing instruction or direct supervision of PRCS participants.

Both, the national criminal background check and CPS Central Registry check, are defined as a search that includes all 50 states' official repositories for state police reports, or a FBI national background check. CPS Central Registry check must include the Commonwealth of Virginia Department of Social Services, Child Protective Services database at: <https://www.dss.virginia.gov/family/cps/index.cgi>

Copies of the National criminal background check and the CPS Central Registry check must accompany the notarized letter (see Attachment 2 Samples) and included in proposal submission.

2. Any employees hired by the Contractor ***after*** contract award must have a:
 - A. National criminal background check and
 - B. CPS Central Registry check initiated within the first week of employment.

A copy of the above checks must be submitted to the Contracting Officer within forty five (45) calendar days of the date of hire.

The criminal background screenings must be made of police records checks to ascertain and ensure that no instructor who provides PRCS services has been convicted of murder, abduction, sexual assault, failing to secure medical attention for an injured child, pandering, crimes against nature involving children, taking indecent liberties with children, neglect of children, obscenity involving children, illegal sale, distribution or possession of a controlled substance, as defined by Virginia law or by similar law of another state. The CPS Central Registry database link is provided in item 1.B. above.

Certification by authorized signatory:

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

ATTACHMENT #1-E
RFQ 149783

INCLEMENT WEATHER POLICY

1. If Loudoun County **Government is closed due to inclement weather**, PRCS facilities will be closed and all recreation programs will be cancelled.
2. If Loudoun County **Government closes during the day**, parents are requested to pick up their children from all programs right away and then the facilities will close.
3. If Loudoun County Schools announce that **schools are closed for the day** due to inclement weather or for other reasons:
 - a. All recreation classes and programs, except child care, will be cancelled through 5:00 PM, but PRCS facilities will be open for business and drop-in from 9:00 AM until 5:00 PM.
 - b. All Senior Café sites and the Respite Center will be closed and home delivered meals will be cancelled.
 - c. All PRCS programs held in school facilities will be cancelled.
 - d. The status of all evening programs in PRCS facilities held from 5:00 PM until closing time will be decided by 3:00 PM.
4. When Loudoun County Schools announce that **schools will open late**, all morning PRCS classes, programs and activities, except child care and respite, are cancelled through 12noon. Community centers will be open for drop-in by 9:00 AM. Preschool classes will follow procedures outlined in the parent handbook.

When Loudoun County Schools announce an **early dismissal**, all evening classes and programs including CASA will be cancelled. Childcare will remain open until the last child is picked up and the Respite Center will close when school is dismissed. Preschool classes will follow procedures outlined in the parent handbook.
5. During a heat advisory, (Code Red) staff will implement the following heat precautions;
 - a. Avoid heavy physical exertion during outdoor activities and when possible provide alternate activities indoors.
 - b. Advise participants to dress in light-colored, loose cotton clothing to allow air to circulate around the body and to wear a broad-brimmed hat to reflect the heat.
 - c. Staff will stop activities to allow individuals to drink water every half hour (at least eight ounces of water per hour) or more frequently.
 - d. When in a closed space such as a room or a gym without air conditioning, open windows or doors for ventilation or provide fans for circulation.
 - e. Staff will ensure that precautions are recommended to parents/participants to

avoid excessive exposure to ultraviolet light. Staff will recommend participants to bring a hat, sunglasses, and sunscreen that they can apply by themselves.

6. During extreme weather (lighting, thunder, etc.) staff will implement the following precautions:
 - a. Staff will take participants to a covered area where they will wait out the extreme weather. Staff will take participants back out onto the field being used thirty (30) minutes after the extreme weather has concluded.
 - b. If the extreme weather continues for more than half of the camp, staff will call parents and inform them of the situation recommend the parents to pick up their child(ren).
 - c. If very severe weather occurs (hurricanes, tornados, etc.) staff will call parents and recommend that they pick up their child(ren) as soon as possible.
7. In case of inclement weather, public holidays or emergencies, the Department will determine cancellation or postponement of programs. If you are in doubt as to whether or not camp activities will be held, please contact the location or program offering the camp or call the sports cancellation line 703-777-0456.

ATTACHMENT #2: SAMPLES

SAMPLE Background Check Notarized Letter

Offeror's Letter head

Date

Name

Address

Point of Contact

Title

To Whom It May Concern:

I the undersigned, representative of _____ (your firm's name), as defined the proposal submission, do hereby certify, in accordance with Section 4.0, Item B, 6. and Subsection 5.31 of the Solicitation # RFQ 149783, the validity of the background checks performed and background check results attached hereto for the:

- 5. National criminal background check
- 6. Child Protective Services (CPS) Central Registry check

I understand both background checks are required for all current qualifying employees who will be providing instruction or direct supervision of PRCS participants.

I understand the background check must include a search in all 50 states' official repositories for state police reports, or a FBI national background check and the CPS check must include the Commonwealth of Virginia Department of Social Services, Child Protective Services database at:

<https://www.dss.virginia.gov/family/cps/index.cgi>.

Regards,

(Your signature)

Notary Stamp and Information:

Commonwealth of Virginia/State of _____

City/County of _____ to wit:

_____ personally, appeared before me this ___ day of _____, 2020 the undersigned a Notary Public in and for the State and County of aforesaid, _____, know to me (or satisfactorily proven) to be the person whose home is subscribed to within the instrument as an agent of the Offeror and acknowledged that the/she has executed the same for the Purposes therein contained.

Do not include in proposal submission

**Loudoun County Department of Parks, Recreation
and Community Services**



PROGRAM EVALUATION (SAMPLE)

Thank you for participating in a Loudoun County Parks, Recreation and Community Services program. We hope you or your young athlete had a pleasant experience. In order for us to provide quality programs, we ask that you take a few moments to complete the following questions.

Program Name: _____

Instructor: _____

Location: _____

Please circle the season attended? FALL WINTER SPRING SUMMER

How did you find out about our programs? (Please Circle)

FLIER FRIEND NEWSPAPER (specify) _____

BROCHURE INTERNET OTHER_

How did you register? (Please Circle)

TELETRAC MAIL-IN FAX-IN WEBTRAC ON-SITE

Grading Descriptions

5=Excellent	Program expectations were exceeded
4=Good	Program expectations were met and sometimes exceeded
3=Satisfactory	Program was adequate and expectations were sometimes met
2=Fair	Program often failed to meet expectations and improvements could be made
1=Poor	Program consistently failed to meet expectations and improvements are a must

PROGRAM	1	2	3	4	5
Program was enjoyable					
Program times were convenient					
Program began on time					
Program age appropriate					
Program skill appropriate					
Brochure/flier reflected the program content					
Overall rating of the program					

Comments: _____

STAFF	1	2	3	4	5
Instructors/Coaches were friendly and helpful					
Instructors/Coaches were motivating					
Instructors/Coaches were organized					
Instructors/Coaches encouraged participation					
Instructors/Coaches were knowledgeable					

Comments: _____

FACILITIES	1	2	3	4	5
Cleanliness					
Size					
Equipment					
Convenient location					

Comments: _____

REGISTRATION	1	2	3	4	5
Ease of registration process					
Customer service of registration staff					
Knowledge of registration staff					

Comments: _____

What other programs/locations/times would you like to see offered by LCPRC?

Based on your recent experience, would you recommend this or any other LCPRC program(s) to others?

If you do not have the opportunity to give this evaluation back to the program instructor, please mail to Loudoun County Parks, Recreation and Community Services, Fax: (703)-771-5354 Thank you for completing this evaluation. If you have any questions, please call (703)-777-0343 or **visit us at www.loudoun.gov/prcs**

Do not include in proposal submission

SAMPLE INVOICE

INVOICE #:
PURCHASE ORDER#
DATE:

Your Company Name
Your Company Slogan
[Street Address]
[City, ST ZIP Code]
Phone [509.555.0190] Fax [509.555.0191]

To:
[Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

Comments or special instructions:

ACTIVITY NUMBER	SECTION NUMBER	INSTRUCTOR NAME	DESCRIPTION	TOTAL ENROLLED	UNIT PRICE	TOTAL

Make all checks payable to [Your Company Name]

If you have any questions concerning this invoice, contact [Name, phone, e-mail]

SUBTOTAL	
% LESS TO PRCS	
TOTAL DUE	

**Thank you
for your
business!**