

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

NOTICE OF CONTRACT AWARD

TO:	DATE ISSUED:	<u>May 13, 2016</u>
Linden Resources, Inc.	RIDER AGREEMENT NO:	<u>16-323-5-R</u>
750 South 23 rd Street	AGREEMENT TITLE:	<u>Day Support and Employment Services</u>
Arlington, VA 22202		

**THIS IS A NOTICE OF A CONTRACT AWARD AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS**

The contract term covered by this Notice of Award is effective **May 13, 2016** thru **June 30, 2017**.

The contract documents consist of the terms and conditions of Agreement No.16-323-5-R dated May 13, 2016 including any Attachments, Appendixes, or Exhibits.

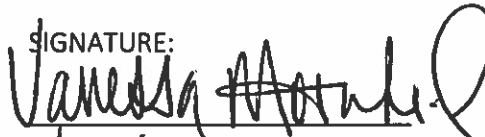
EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Marshall Henson, COO	TELEPHONE NO.:	(703) 299-3235
	EMAIL ADDRESS:	mhenson@linden.org
COUNTY CONTACT: Jim Baker	TELEPHONE NO.:	(703) 228-1713
	EMAIL ADDRESS:	jbaker@arlingtonva.us

CONTRACT AUTHORIZATION

NAME: Vanessa Moorehead
TITLE: Procurement Officer

SIGNATURE:

5/13/16 Date

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

AGREEMENT NO. 16-323-5-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Linden Resources, Inc., 750 South 23rd Street, Arlington, VA 22202 ("Contractor"), a Virginia corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and services specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A (County of Fairfax, Virginia Contract No. 4400006741) awarded to Linden Resources, Inc., and Attachment B (Arlington County required Insurance Checklist) (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by the County of Fairfax, Virginia. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with the County of Fairfax, Virginia.

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

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 30, 2017 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if the County of Fairfax, Virginia renews their agreement identified in Attachment A, the County may elect to renew this Agreement for four (4) additional twelve (12) month periods from July 1, 2017 to June 30, 2021 ("Subsequent Contract Term"). However, if the County of Fairfax, Virginia does NOT renew their agreement identified in Attachment A, this Agreement shall automatically expire on the date of the County of Fairfax, Virginia contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A, 'County of Fairfax, Virginia, Notice of Award for work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. SCOPE OF WORK

The Contractor agrees to provide the services described in the Contract Documents. The primary purpose of the Work is to provide Day Support and Employment Services.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the

purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

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

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, and disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ

an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

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

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all

damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

14. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

15. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

16. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information

includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

17. ETHICS IN PUBLIC CONTRACTING

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

18. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

19. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

20. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

21. RELATION TO THE COUNTY

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

22. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

23. AUDIT

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

24. ASSIGNMENT

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

25. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

26. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

27. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

28. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work

under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

29. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

30. NONEXCLUSIVITY OF REMEDIES

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

31. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

32. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

33. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

34. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; AND CONFIDENTIAL INFORMATION.

35. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

36. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

38. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract 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 THE CONTRACTOR:

Linden Resources, Inc.
750 South 23rd Street
Arlington, VA 22202

TO THE COUNTY:

Jim Baker
2100 Washington Boulevard, 4th Floor
Arlington, VA 22204

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

39. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

40. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage listed in Attachment B. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The insurance coverage shall:

- a. List Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- b. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for 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 Contract, or in connection in any way whatsoever with the contracted work.

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LINDEN RESOURCES, INC.

AUTHORIZED
SIGNATURE:

Vanessa Howard

AUTHORIZED
SIGNATURE:

MH

NAME AND
TITLE:

MICHAEL E. BEVIS
PURCHASING AGENT

NAME AND
TITLE:

Marshall Henson, COO

DATE:

5/13/16

DATE:

5/12/16



County of Fairfax, Virginia

NOTICE OF AWARD

Date: **APR 01 2016**

CONTRACT TITLE: Day Support and Employment Services
RFx NUMBER: 2000001704
CONTRACT NUMBER: 4400006741
CONTRACT TYPE: Requirements Contract
NIGP CODE: 95262
CONTRACT PERIOD: April 1, 2016 through June 30, 2017
RENEWALS: 4 (1-year renewal options)
SUPERSEDES CONTRACT: 4400000603,604 and 606 through 614

CONTRACTOR:
Linden Resources, Inc.
750 South 23rd Street
Arlington, VA 22202

SUPPLIER CODE:
1000008980

Contact: Marshall Henson, COO
Telephone: 703-299-3235
Email: mhenson@linden.org

TERMS: Net 30 days

PRICES: See attached pricing schedule

DPSM CONTACT: Linda Williams, CPPB
Telephone: 703-324-8427
Fax: 703-324-3228
Email: linda.williams@fairfaxcounty.gov

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

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ORDERING INSTRUCTIONS

The Department of Administration for Human Services on behalf of the Fairfax – Falls Church Community Services Board may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.


Linda Williams, CPPB
Contract Specialist II

DISTRIBUTION:

Finance – Accounts Payable/e
DAHS – CPM – Shelley Brent/e
CSB – Evan Jones/e

DPSM – Contract Specialist – Linda Williams
DPSM – ACS – Team 3 – John Elliott
DPSM – Supplier Diversity – Jason Im

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Type of Service	Unit	Rate	Amount
Day Support Integrated	Per day	\$95.85	
Day Support Transition	Per day	\$94.45	
Group Supported Employment	Per day	\$85.91	
Individual Supported Employment	Per hour	\$79.75	
Behavioral Health Supported Employment (Linden Resources, Inc. will provide three full-time direct staff positions to individuals with behavioral health disorders)	Annually	\$79,964.00	
Behavioral Health Supported Employment (Linden Resources, Inc. will provide one-half direct staff position to individuals with behavioral health disorders)	Annually	\$39,982.00	
Program Enhancement (April 1, 2016 through June 30, 2016)	Not applicable	Not applicable	Up to \$15,200

4400006741

Listing Of Local Public Bodies

REFERENCE SECTION 32 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

<input checked="" type="checkbox"/>	Alexandria Public Schools, VA	<input checked="" type="checkbox"/>	Manassas Park, Virginia
	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input checked="" type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	Maryland Transit Administration
	Arlington County, Virginia	<input checked="" type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	Arlington Public Schools, Virginia	<input checked="" type="checkbox"/>	Metropolitan Washington Council of Governments
	Bladensburg, Maryland	<input checked="" type="checkbox"/>	Montgomery College
	Bowie, Maryland	<input checked="" type="checkbox"/>	Montgomery County, Maryland
	Charles County Public Schools, MD	<input checked="" type="checkbox"/>	Montgomery County Public Schools
	College Park, Maryland	<input checked="" type="checkbox"/>	Northern Virginia Community College
<input checked="" type="checkbox"/>	Culpeper County, Virginia	<input checked="" type="checkbox"/>	Omni Ride
<input checked="" type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	Potomac & Rappahannock Trans. Commission
<input checked="" type="checkbox"/>	District of Columbia Courts	<input checked="" type="checkbox"/>	Prince George's County, Maryland
<input checked="" type="checkbox"/>	District of Columbia Public Schools	<input checked="" type="checkbox"/>	Prince George's County Public Schools
<input checked="" type="checkbox"/>	DC Water and Sewer Authority	<input checked="" type="checkbox"/>	Prince William County, Virginia
	Fairfax County Water Authority	<input checked="" type="checkbox"/>	Prince William County Public Schools, VA
<input checked="" type="checkbox"/>	Fairfax, Virginia (City)	<input checked="" type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	Fauquier County Government and Schools, Virginia	<input checked="" type="checkbox"/>	Spotsylvania County Schools, Virginia
	Frederick, Maryland	<input checked="" type="checkbox"/>	Stafford County, Virginia
	Frederick County Maryland	<input checked="" type="checkbox"/>	Takoma Park, Maryland
	Galthersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland	<input checked="" type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	Herndon, Virginia	<input checked="" type="checkbox"/>	Virginia Railway Express
<input checked="" type="checkbox"/>	Leesburg, Virginia	<input checked="" type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input checked="" type="checkbox"/>	Loudoun County, Virginia	<input checked="" type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	Loudoun County Public Schools	<input checked="" type="checkbox"/>	Winchester, Virginia
<input checked="" type="checkbox"/>	Loudoun County Sanitation Authority	<input checked="" type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	Manassas, Virginia		
<input checked="" type="checkbox"/>	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

Linden Resources

Vendor Name



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: August 21, 2015	REQUEST FOR PROPOSAL NUMBER: RFP2000001704	TITLE: Day Support & Employment Services
DEPARTMENT: Fairfax - Falls Church Community Services Board	DUE DATE/TIME: September 23, 2015 at 11:00 a.m.	CONTRACT SPECIALIST: Linda Williams, CPPB at 703-324-8427 or linda.williams@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No (Sole Proprietor)

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

State Corporation Commission (SCC) Identification No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9)

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS**1. SCOPE OF SERVICES:**

- 1.1. The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract or contracts through competitive negotiation for the provision of day support, employment, and related services for individuals served by the Fairfax – Falls Church Community Services Board (CSB) for the County of Fairfax, Virginia.
- 1.2. This RFP is issued by the County of Fairfax, on behalf of the Fairfax-Falls Church Community Services Board and the following Community Services Boards in Health Planning Region II: Arlington, Loudoun, Prince William, and Alexandria. All references to the CSB or to the County in this RFP shall be construed to include these participating CSBs unless otherwise noted.
- 1.3. Offerors may choose to propose to provide one or more of the core services to individuals needing behavioral health or developmental services described herein, in any combination thereof. Core services include Day Support, Group Supported Employment, Individual Supported Employment, One to One Services, Transportation, and Behavioral Health Supported Employment. As industry changes occur, the services in the RFP may be redefined to adapt to new service requirements.
- 1.4. Any offeror seeking a contract with a participating Community Services Board must submit a proposal, regardless of funding source. This includes offerors receiving all of funding through the Virginia Department of Medical Assistance Services (DMAS), the Virginia Department of Aging and Rehabilitative Services (DARS), individual fees, and/or other sources.

2. PRE-PROPOSAL CONFERENCE:

- 2.1. A pre-proposal conference will be held September 3, 2015, at 10:00 A.M. in the Fairfax County Government Center, Conference Center Rooms 9/10, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to Linda Williams at dpsmteam3@fairfaxcounty.gov.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin January 1, 2016, and terminate June 30, 2017.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's purchasing department. The County reserves the right to renew the contract for an additional four (4) years, one year at a time, based on satisfactory contractor performance and if agreeable to all parties.
- 3.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors.

SPECIAL PROVISIONS

However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1. The CSB plans, organizes, and provides services for individuals needing behavioral health or developmental services. The CSB consists of staff and contracted service providers including psychiatrists, psychologists, nurses, counselors, therapists, case managers, peer specialists, administrative, and support staff. The CSB partners with community organizations, faith communities, businesses, schools, and other local government agencies in order to provide services individuals need and to be good neighbors in the community.
- 4.2. The targeted population are individuals served by the CSB who are verified as eligible for services in accordance with the Virginia Department of Behavioral Health and Developmental Services (<http://www.dbhds.virginia.gov/>), the Virginia Department of Medical Assistance Services (<http://www.dmas.virginia.gov/>), and the Virginia Department of Aging and Rehabilitative Services (<http://www.dars.virginia.gov/>).
- 4.3. The CSB retains full support coordination responsibility, and makes referrals to vendors based on individual choice, matching of individuals' needs, location, transportation, and cost. Individuals who are in active in support coordination receive assessment, planning, monitoring, linking/brokering, chairing Person Centered Planning meetings, report writing, and emergency intervention. The CSB also retains some limited support coordination responsibility, such as emergency intervention, referral to services, and monitoring, for individuals not in need of active or targeted support coordination.
- 4.4. The CSB conducts reviews of programs (incident reports and required documentation) directly operated or funded by the CSB, monitors activities (site visits, individual records, audits, financial statements), and coordinates transportation services.
- 4.5. The CSB also monitors environmental factors, such as significant events, trends, issues, and interest group expectations. Summaries of these factors are identified in the Environmental Scan (See Exhibit 1).

5. SERVICE DESCRIPTIONS:

- 5.1. Services are obtained in order to maximize an individual's functional capacity providing him/her the opportunity to engage in skill building, community access, and employment. These services reflect and respect the choice and input of the individual and his/her family. Currently day support, sheltered, group, individual, and one-to-one employment services, direct-staff, and transportation services are being provided by, well-trained and qualified staff in a manner conducive to individual's health and safety as tailored to the individual. Service participants are provided individualized and flexible supports, utilizing existing community and program resources as much as possible, as determined by the individual's preferences, skills, abilities and economic requirements.
- 5.2. The current core services required for day support and employment are defined below:
 - a. **Day Support** – Structured programs of mental health, intellectual disability, or substance abuse treatment, activity, or training services, generally in a cluster of two or more continuous hours per day to groups or individuals in a non-residential setting.
 - b. **Sheltered Employment** – Structured programs that provided work in a non-integrated setting that is compensated in accordance with the Fair Labor Standards Act (<http://www.dol.gov/whd/flsa/>) for individuals with disabilities who are not ready, are unable, or choose not to enter into competitive employment in an integrated setting. This service also includes the development of social, personal, and work-related skills based on the individualized person-centered plan.

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- c. **Group Supported Employment** – Structured programs that provide work to a small group of three to eight individuals at a job site in the community or at dispersed sites within an integrated setting. Integrated setting means opportunities exist for individuals in the immediate work setting for regular contact with non-disabled individuals who are not providing support services. Individuals may be employed by the employer or the contractor of supported employment services. Ongoing support services are provided by an employment specialist who may be employed by the employer or the contractor. Support services are provided in accordance with the individual's written rehabilitation plan. Models include mobile and stationary crews, enclaves, and small businesses.
- d. **Individual Supported Employment** – Structured programs that provide work to an individual placed in an integrated work setting in the community. On-going support services that may include transportation, job-site training, counseling, advocacy, and any other supports needed to achieve and to maintain the individual in the supported placement are provided by an employment specialist, co-workers or the supported employee, or other qualified individuals. Support services are provided in accordance with the individual's written rehabilitation plan.
- e. **One-to-One** – Structured programs that assign one staff person to provide individualized therapeutic support and supervision for one specifically identified individual to provide safety and well-being. The identified staff person is needed to be within "arms reach" of the individual at all times due to their complex, extraordinary needs.
- f. **Transportation** – Structured programs that provide individual transporting to/from his or her residence to the provider's program location whether in staff members' private automobiles, or company owned vehicles.
- g. **Behavioral Health Supported Employment** – Services to support programs for individual supported employment and education to individuals aged fourteen (14) and up who have a serious mental illness and/or substance use disorder.

6. LICENSURE and COMPLIANCE:

- 6.1. The successful offeror must be a licensed provider who can provide day support and employment services meeting the requirements below.
 - a. Licensed by the Virginia Department of Behavioral Health and Developmental Services core taxonomy (<http://www.dbhds.virginia.gov/library/document-library/occ-2010-coreservicestaxonomy7-2v2.pdf>).
 - b. Licensed as required by the Commonwealth of Virginia DBHDS (<http://www.dbhds.virginia.gov/>)
 - c. Licensed to operate meeting the Virginia Department of Behavioral Health and Developmental Services DBHDS licensure standards (<http://www.dbhds.virginia.gov/professionals-and-service-providers/licensing/licensing-application>). Qualified as a provider of the Virginia Intellectual Disability/Mental Retardation Home and Community Based Waiver (ID Waiver), Day Support and Developmental Disabilities (DD) Waiver (<http://www.easypass.virginia.gov/waiver-ifdds.shtml>.)
 - d. Accredited in accordance with the Virginia Department of Aging and Rehabilitative Services (<http://www.vadrs.org/>).
 - e. Assigned a service provider number by the Virginia Department of Medical Assistance Services (<http://easypass.virginia.gov/waiver-ifdds.shtml>).

SPECIAL PROVISIONS

- f. Comply with the Human Rights Regulations adopted by the State Board (<http://www.dbhds.virginia.gov/about-dbhds/offices/human-rights>).

6.2. The successful offeror who is licensed as a day support and employment provider must:

- a. Comply with all Medicaid documentation requirements for individuals identified by the CSB as receiving Medicaid funding, including those funded by Intellectual Disability/Mental Retardation Home and Community Based Waiver and Day Support Waiver, and an Intermediate Care Facility/Intellectual Disability (ICF/ID) as well as non-waiver documentation for all services. Reimbursement for services by DMAS is contingent on submission of required documentation. Contractor (s) providing day support, pre-vocational, and employment services to individual residing in ICF/ID shall provide services and request funding for services in accordance with established Medicaid rules and Regulations. Services provided to individual residing in an IDF/ID will be reimbursed directly by the ICF/ID. If a funding source other than the CSB is identified, the CSB is not responsible for reimbursement of services to individuals should the services be determined ineligible for reimbursement.
- b. Comply with waiver regulations pertaining to the provision of services as included in the Virginia Department of Medical Assistance Services Mental Health/Mental Retardation Community Services and Day Support Services Manual (<https://www.virqiniamedicaid.dmas.virginia.gov/wps/portal/ProviderManual>).
- c. Comply with the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for the State Fiscal Year 2015 and Fiscal Year 2016, and all future Community Services Performance Contracts (<http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>).
- d. Comply with the Department of Behavioral Health and Developmental Services (DBHDS) Service Management Guidelines located on the web at (<http://www.dbhds.virginia.gov/professionals-and-service-providers/licensing>)
- e. Comply with the Federal Department of Labor Regulations (<http://www.dol.gov/regulations/>).
- f. Comply with all applicable licensure or regulatory requirements in regard to the facility at which services are provided and maintain responsibility for snow and ice removal to assure safe access to their building, parking lots, and loading/unloading areas of their building.

- 6.3. It is the responsibility of the offeror to remain abreast of changes in information as they occur and adjust service provision and program operation accordingly. This applies to changes to local, state and national policies to include DMAS, DARS, DBHDS, and the CSB.

7. **TASKS TO BE PERFORMED:**

Specific tasks to be performed by the successful offeror are as follows:

7.1. **Services to Individuals with Intellectual Disabilities:**

- a. Provide services to individuals with intellectual disabilities served by the CSB in accordance with the DBHDS Performance Contract (<http://www.dbhds.virginia.gov/>) and as defined in the Department of Behavioral Health and Developmental

SPECIAL PROVISIONS

Services (<http://www.dbhds.virginia.gov/library/document-library/occ-2010-coreservicestaxonomy7-2v2.pdf>).

- b. Provide the following services at the service provider's facility to individuals with intellectual disabilities on a daily rate basis (Ref: Section 5, Service Descriptions, Paragraph 5.2.a-f.).
- Day Support
 - Sheltered Employment
 - Group Supported Employment
 - Individual Supported Employment
 - One-to-One
 - Transportation
- c. Provide the following management and administration services as applicable to program services provided.
1. Prepare all Medicaid Waiver claims forms for submission directly to Medicaid that will be subject to regularly scheduled utilization reviews and audits.
 2. Maintain all necessary and required individual specific information concerning its provision of Medicaid covered services and shall provide that information to the CSB upon request and in a timely and accurate manner.
 3. Provide special documentation proving that Medicaid reimbursable services were performed and maintain all necessary and required consumers specific information concerning its provision of Medicaid covered services, providing that information to the CSB upon request.
 4. Bill Medicaid directly for services provided to CSB identified Waiver eligible recipients.
 5. Collect the Medicaid patient-pay amount as determined by the local department of social services (via the DMAS Form 225) as provided by the CSB support coordinator named at contract award.
 6. Maximize all alternative revenue opportunities, including revenues from Medicaid Waiver, Day Support Waiver, DMAS, DARS, ICF/ID, private pay and other funding sources.
 7. Supervise the daily self-administration of medication by individuals, including coordinating the refilling of medication supplies with families and/or residential providers in accordance with Virginia Code. The successful offeror shall have written procedures for staff training and administering necessary prescribed medications for individuals who do not self-administer.
 8. Provide administrative supervision to assigned staff, serve as a programmatic liaison to CSB staff, and provide prompt resolution to problems as they may arise during the period of the contract.
 9. Provide individual or small group activities when an individual does not have work. These activities should include access to the community and should provide real opportunities for community integration.

SPECIAL PROVISIONS

10. Participate in Person Centered Planning (PCP) meetings or staffing, as required and defined upon contract award, with other CSB service providers including residential programs to develop, implement, and monitor a required Individual Service Plan (ISP) for an individual.
11. Coordinate its schedule with residential programs, families, employers and providers of specialized transportation services, including the impact of approved day program closings for in-service trainings or holidays other than the scheduled county holidays. The successful offeror must attend meetings called by the CSB for the purposes of coordination and information sharing.
12. Allow participating jurisdictional staff physical access to the contractor's offices, facilities or enclaves, as needed, during the contractor's identified business hours and without giving prior notice. In addition, the successful offeror shall allow access to the program for members of the PCP team if the individual gives permission and the visit is pre-scheduled. Access to individual records shall be made available to appropriate staff of the participating jurisdictions.
13. Provide special accommodations to provide behavioral programming for individuals with challenging behaviors, individuals with other disabilities and medical diagnoses, and individuals of diverse languages and cultural backgrounds reflective of the population found in Northern Virginia.
14. Provide transportation services that require either transporting individuals to/from their place of residence to the contractor's program or transporting individuals during the course of the program shall ensure the safety of individuals, whether in staff members' private automobiles, or company owned vehicles. The successful offeror must adhere to background checks for drivers, insurance provisions for use of private vehicles, and maintenance requirements.
15. Offer equipment and supplies in consideration of personal choice appropriate to the relevant age of the individuals served.
16. Utilize contingency plans that address the ability to provide alternative operational sites should a location need to shut down due to emergencies (i.e., fire, flood, facility/maintenance issues). These sites must adhere to the same standards as the successful offeror service delivery site.
17. Initiate application for all necessary inspections, use permits, etc. in order to have its facility services available on the contract start date and must maintain records and reports of health and fire safety inspections in compliance with State and local regulations. All permits and facility records must be made available, upon request, to CSB staff.
18. Administer service provider sites that are located within Fairfax County, City of Fairfax, City of Falls Church, or within the participating CSBs' jurisdiction. In exceptions on a case-by-case analysis and approval by the CSB, a site may be located in a nearby area or an adjacent jurisdiction that must be readily accessible by public transportation and only if the location serves individuals who are funded or sponsored fully by another local CSB.
19. Provide adequate and appropriate space for administration, meetings, and record maintenance, at the contract start date unless otherwise justified based on development of new programs.

SPECIAL PROVISIONS

20. Complete minor renovations and supply all furnishings, equipment, and supplies within the first ninety (90) days of the contract award.
21. Maintain normal business office hours (if different from service hours) such as from 8:00 A.M. to 5:00 P.M., Monday through Friday, except for holidays. Business, holiday and program hours should be distinctly identified in the proposal.

7.2. Services to Individuals with Behavioral Health Disorders:

- a. Provide direct staff services to individuals with behavioral health disorders served by the CSB in accordance with the DBHDS Performance Contract (<http://www.dbhds.virginia.gov/library/document-library/occ-pc-csb-administrative-rqmts-fy2016.pdf>) and as defined in the Department of Behavioral Health and Developmental Services (<http://www.dbhds.virginia.gov/library/document-library/occ-2010-coreservicestaxonomy7-2v2.pdf>).
- b. Provide the following service to individuals with intellectual disabilities on a reimbursement basis (Ref: Section 5, Service Descriptions; Paragraph 5.2.g.).
 - Behavioral Health Supported Employment
- c. Recruit, train and supervise educated experienced staff to support CSB-operated programs that provide Evidence-Based Best Practice (<http://www.samhsa.gov/>) services for supported employment and individual supported education to individuals aged fourteen (14) and older who have a serious mental illness and/or substance use disorder.
- d. The successful offeror providing staff services shall:
 1. Participate in Person Centered Planning (PCP) meetings or staffing, as required and defined upon contract award, with other CSB service providers including residential programs to develop, implement, and monitor a required Individual Service Plan (ISP) for an individual.
 2. Pass FBI criminal background and child abuse checks and provide documentation to the CSB.
 3. Provide ethics, confidentiality, human rights, and professional boundaries training and must provide training documentation to the CSB prior to providing services.
 4. Mandate meeting participation where cases will be staffed with peers.
 5. Collaborate effectively with CSB staff when providing adjunct treatment services to individuals.
 6. Complete all service provision documentation, forms, and charting activities as prescribed utilizing the appropriate computer applications (e.g. Microsoft Word, e-mail, data entry). The CSB will provide access to internal software systems.
 7. Attend regularly scheduled CSB trainings as required in order to support employment programs.
 8. Provide administrative supervision to direct-contracted staff and act as a programmatic liaison to the CSB staff.

SPECIAL PROVISIONS

9. Provide prompt resolution to problems as they may arise during the period of the contract.

10. Provide a laptop with Wi-Fi to the staff to use at various community locations.
11. Certify that the employees and sub-contractors comply with the Privacy Act of 1976, an amended requirement and their penalties treating and all information obtained or viewed while doing contract work for any Fairfax County agency as being confidential and safeguard and protect any and all information they obtain or view during the course of their work with the CSB and thereafter.
12. Recruit new staff, as vacancies occur, to fulfill obligations to caseload coverage within six weeks. The contractor may not bill for staff time for any vacancies exceeding six weeks, must provide information to the county regarding how the vacancies are being advertised, and at a minimum must use print ads, online ads, and media that targets language minority prospective staff.
13. Confer with the CSB on the staff evaluation process, conduct an annual employee performance review of clinical and behavior standards of staff assigned to this contract, and provide the CSB a copy of the reviews along with any performance improvement plans.

7.3. Reporting Requirements for All Services

- a. Maintain all records in compliance with federal and state regulations. All reports shall include subcontracted identification services and DARS-referral notifications.
- b. Submit monthly, quarterly, annual, and other reports, to include at a minimum:
 1. Monthly
 - i. Notification of all referrals for services made to DARS.
 - ii. Narrative updates on progress for individuals receiving Individual Supported Employment.
 - iii. State performance utilization reports in an excel format.
 2. Quarterly
 - i. Written individual service plan goal and objective progress within ten (10) days of the quarter-end date.
 3. Annually
 - i. Documentation (due July 1 of each contracted calendar year) to include at a minimum the annual program evaluation, updated rosters, organizational charts, and licenses.
 - ii. Program evaluation results or outcome measures reports (due the 3rd Friday of August).
 - iii. Restraint data for the preceding year (as submitted to the Virginia DBHDS).
 - iv. Total individual wages and hours worked, the average number of hours worked per week, the average hourly rate, and the beginning and ending dates for individuals working less than one calendar year (documentation due August 1 for each previous fiscal year).
 - v. Documentation required by the DBHDS State Performance Contract (<http://www.dbhds.virginia.gov/library/document-library/occ-pc-rev-15.pdf>). The CSB will notify successful offerors of changes as they occur.

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- vi. Other reports as requested.
 - i. Time Studies.
 - ii. ~~Critical incident report copies sent as incidents occur (as per DBHDS licensure standards and CSB policies).~~
 - iii. Internal investigation reports for allegations of abuse, neglect, or exploitation.

7.4. Performance Accountability for All Services:

Establish and implement a formal performance evaluation process that includes evaluation and quality control procedures to monitor the program's progress and effectiveness. At a minimum, the outcomes shall:

- 1. Be observable and measurable.
- 2. Be measured at routine intervals.
- 3. Be tied to timely, evidence-based decision making.
- 4. Identify how an individual's life is better off as a result of the services received.
- 5. Indicate service satisfaction.

8. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

8.1. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

8.2. Statement of Qualifications:

a. Organizational and Staff Experience: The offeror must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

Licensure and Compliance: The offeror must complete the Licensure and Compliance Checklist (Ref: Attachment A) and submit all applicable licenses and accreditations (or proof of licensure/accreditation application) with their proposal submission.

b. References: The offeror shall provide a minimum of three references. Special notation must be made of similar or related programs performed and must include organization names, email addresses, names of contact persons, and telephone numbers for such reference. At least one of the references shall be from an organization other than a CSB in Health Planning Region II.

c. Staffing Plan: The offeror shall provide a staffing plan which describes the offeror's proposed critical positions, full-time and part-time staff, consultants, and subcontractors who meet the needs of the population served and who are properly licensed and trained to perform their job duties.

d. Financial Statements: The offeror shall provide financial statements audited by an independent Certified Public Accountant (CPA). This includes the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements from the most recent reporting period. In addition, if applicable, the offeror should sign and include the "Certification of Financial Solvency for Nonprofits" as part of the proposal submission (Ref: Attachment B).

SPECIAL PROVISIONS**8.3. Core Services Provided:**

- a. The offeror shall clearly identify the programs proposed within each of the core services identified in Section 5, Service Descriptions. The offeror must meet the requirements listed in Section 6, Licensure and Compliance, and describe the ability to accomplish all the requirements listed in Section 7, Tasks to be Performed. In the addition, the offeror shall demonstrate the ability to offer high quality programs, with flexibility, and in consideration of the changing dynamics reference in Exhibit 1.
- b. If the proposed program is not yet operational, offerors must also describe in detail the activities to be completed to enable the successful offeror to perform required tasks in a timely manner including a description of proposed facility (facilities), if appropriate, staffing and administrative capabilities.

8.4. Approach to Service Models:

The offeror shall describe their service model approach and demonstrate how services meet the goal of community integration. The offeror may comment, if deemed appropriate, on any aspect of this RFP, including suggestions on possible alternative approaches to core service requirements presented in Special Provisions, Section 7, Tasks to be Performed and service requirements that would support the aging population who require structured programs (Ref. <http://nadsa.org/>).

8.5. Outcomes:

The offeror shall describe a formal performance accountability process that includes evaluation and quality control procedures to monitor program progress outcome data and assess performance accountability, the results of which will be included in an annual report. (Ref. Special Provisions Tasks to be Performed, Section 7.3).

- 8.6. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

9. CONSULTATION SERVICES:

- 9.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

10. COST PROPOSAL INSTRUCTIONS:

- 10.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (See Cost Proposal Sheet, Attachment C).
- 10.2. Offerors shall utilize resources from other sources. Resources include at a minimum Intellectual Disability/Mental Retardation Home and Community Based Waiver and DD and Day Support Waiver, Department of Aging and Rehabilitative Services, Long-Term Employment Support Services, Ability1, fundraising, or grant funds.
- 10.3. Cost proposals should identify other sources of revenue and the amount of revenue anticipated from those sources. Also identify the plan to cover the difference if the anticipated revenue is not received.

SPECIAL PROVISIONS

10.4. The following information should be submitted as part of the cost proposal and the cost of each service shall be itemized with price breakdowns as listed below:

- a. Each service separately as well as totals for services provided together if the price differs.
- b. Direct support staff wages and benefits, facility, attendance, operational and administration costs.
- c. Resources applied to offset service costs not covered by Medicaid. Rate of each direct-staff service, including number of man hours and applicable actual or average hourly rates, overhead rate, and supporting schedule.
- d. Other expenses such as clerical support, other overhead costs, supplies, etc.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

11. **PRICING:**

- 11.1 The subsequent contract will be a fee for service contract based on firm-fixed rate which will include all charges that may be incurred in fulfilling the requirements of the initial contract. The rates(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 11.2 Price increase requests must be made 120 days prior to expiration of each contract term. The request for a change shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), etc.). Increases are not guaranteed but will be granted at the discretion of the county.
- 11.3 Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A).

12. **TRADE SECRETS/PROPRIETARY INFORMATION:**

- 12.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 12.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

13. **CONTACT FOR CONTRACTUAL MATTERS:**

- 13.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Linda Williams, CPPB, Contract Specialist
 Department of Purchasing and Supply Management
 Telephone: (703) 324-8427
Linda.williams@fairfaxcounty.gov

SPECIAL PROVISIONS

- 13.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph Section 18.3).

14. **REQUIRED SUBMITTALS:**

- 14.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

15. **SUBMISSION OF PROPOSAL:**

- 15.1. One (1) original (duly marked) and eight (8) copies of the Technical proposal, and one (1) original (duly marked) and eight (8) copies of the Cost proposal (Attachment C) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title, and the offerors name and address on the outside. It is requested that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

- 15.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at <http://www.fairfaxcounty.gov/solicitation/>.
- 15.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 15.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 15.5. Each original and set of the eight (8) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32).
 - b. Technical proposal as required in the Special Provisions, paragraph 8, **TECHNICAL PROPOSAL INSTRUCTIONS.**
 - c. Cost proposal as required in the Special Provisions, paragraph 10, **COST PROPOSAL INSTRUCTIONS.**
- 15.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

SPECIAL PROVISIONS**16. LATE PROPOSALS:**

- 16.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

17. PERIOD THAT PROPOSALS REMAIN VALID:

- 17.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

18. BASIS FOR AWARD:

- 18.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 18.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 13.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 18.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

18.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract.

- a. Demonstrated qualification of firm with appropriately qualified and experienced personnel, organizational licensure, compliance, and program service experience (Section 8.1. - 8.2.). 15 points
- b. Demonstrated the ability to provide core services that include flexibility and consideration of the changing environmental factors (Section 8.3). 25 points

SPECIAL PROVISIONS

- c. Demonstration of a service model approach which meets the goal of community integration (Section 8.4.). 25 points
 - d. Demonstrated the ability to implement a formal performance accountability process (Section 8.5.). 10 points
 - e. Reasonableness of cost proposal. 25 points
- 18.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 18.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 18.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 18.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.
19. **INSURANCE:**
- 19.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 19.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

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- c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - 1. 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: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets 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 is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 19.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the County Purchasing Agent and/or Risk Manager. 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.
- 19.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 19.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

20. METHOD OF ORDERING:

- 20.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 20.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

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- 20.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 20.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
21. **INVOICING:**
- 21.1. The contract must provide an itemized invoice in electronic format along with back-up documentation listed below in 21.2., for each individual for services satisfactorily provided the prior month to the contract manager whose contact information will be provided at contract award.
- 21.2. Payment for services will occur one time per month in accordance with specific billing procedures communicated to Contractor(s) by the CSB Employment Services Manager. Invoices for payment must be received by the 10th of each month following the month the contractor provided the service. The following information must accompany each invoice:
- a. Monthly attendance ledgers specifying days of attendance, and hours of service provided per person. Only consumer numbers may be used on individual's invoice.
 - b. Monthly admission, discharge and transfer data, with dates.
 - c. State performance data as outlined in Special Provisions, Paragraph 7.3)
- 21.3. CSB will reimburse the successful offeror for services provided on a daily or hourly basis. Reimbursement is dependent upon submission of documentation of services.
22. **PAYMENTS:**
- 22.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, Section 7, **TASKS TO BE PERFORMED.**
23. **CHANGES:**
- 23.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 23.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.
24. **DELAYS AND SUSPENSIONS:**
- 24.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 24.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 24.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.
25. **ACCESS TO AND INSPECTION OF WORK:**
- 25.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.
26. **PROJECT AUDITS:**
- 26.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
 - e. If at any time during the course of the contract there are indications that the financial solvency of the contractor may affect its ability to complete the terms of the contract.
- 26.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 26.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 26.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

SPECIAL PROVISIONS

- 26.5. Provide annual audit report including the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements, within one hundred twenty (120) days after the end of the contractor's fiscal year.
27. **DATA SOURCES:**
- 27.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.
28. **SAFEGUARDS OF INFORMATION:**
- 28.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.
29. **ORDER OF PRECEDENCE:**
- 29.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).
30. **BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:**
- 30.1. 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 have direct contact with CSB individuals has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the CSB to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 30.2. The Contractor shall immediately notify the CSB, no later than seventy-two (72) hours of arrest or indictment, if any contractor or employee of said contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. The CSB reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 30.3. All employees who transport individuals either to/from their place of residence to the contractor's program or who transport individuals during the course of the program are required to satisfactorily pass a driving record check. Employees who transport individuals are required to have no more than two (2) moving violations or chargeable accidents within a three year period neither of which may involve D.W.I. or D.U.I.
- 30.4. In accordance with Virginia State and Fairfax County Government Codes, all contractors providing contractual staff positions must complete full background checks to include fingerprinting, Federal Bureau of Investigation (FBI) and State of Virginia background as well as Sexual Predator and Child Abuse Registry checks. The contract personnel would also need to undergo a CPS check and Office of Inspector General (OIG) check to be conducted by the contractor. The contractor will provide verification of checks to the County.
- 30.5. Failure to comply with the above requirements may result in termination of the contract.

SPECIAL PROVISIONS**31. SUBCONTRACTING:**

- 31.1. ~~If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations.~~
- 31.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

32. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 32.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 32.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 32.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 32.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 32.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

33. NEWS RELEASE BY VENDORS:

- 33.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 34.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

SPECIAL PROVISIONS

- 34.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
35. **HIPAA COMPLIANCE:**
- 35.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 35.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.
36. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**
- 36.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2-2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

General Conditions and Instructions to Bidders

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. **BID FORMS-**Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

General Conditions and Instructions to Bidders

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid 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 bid was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
6. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
7. **MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
8. **COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
9. **ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
10. **CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
11. **BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
12. **AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
13. **TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
14. **BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
15. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
16. **RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.
17. **BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

General Conditions and Instructions to Bidders

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders 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.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

General Conditions and Instructions to Bidders

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable.
- b. General Conditions and Instructions to Bidders.
- c. Special Provisions and Specifications.
- d. Pricing Schedule.
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS - If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination, or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

General Conditions and Instructions to Bidders

33. TERMINATION OF CONTRACT FOR CAUSE-

- ~~a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.~~
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

General Conditions and Instructions to Bidders

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

General Conditions and Instructions to Bidders

51. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. **WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. **DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. **REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. **PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. **BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. **PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. **GENERAL GUARANTY**-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

General Conditions and Instructions to Bidders

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debatement, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: 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 above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution 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, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

General Conditions and Instructions to Bidders

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 - 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 - 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 - 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a 9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

General Conditions and Instructions to Bidders

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

General Conditions and Instructions to Bidders

77. **DRUG FREE WORKPLACE**-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract 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 conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. **VENUE**: This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

79. **IMMIGRATION REFORM AND CONTROL ACT**: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

80. **CONTRACTOR NOT TO BENEFIT**: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

DUNS NUMBER: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: (____) _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: (____) _____
E-Mail Address: _____

Payment Address, if different from above:

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- Date business began/will begin work in
 Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

_____ Signature

_____ Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Listing Of Local Public Bodies

REFERENCE SECTION 32 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

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

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.



COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. Section 35, Special Provisions). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Environmental Scan¹

Background:

The Northern Virginia Region Community Services Boards (CSB) and Disability Services Agencies such as the Department for Aging and Rehabilitative Services (DARS), the Department of Behavioral Health and Developmental Services (DBHDS), along with the Counties' Special Education Programs have combined with local private service providers to establish a service continuum comprised of Employment, Supported Employment, and Day Support Services for persons with disabilities. These long-standing, successful relationships have afforded persons who are in need of these services the opportunity to experience meaningful activities. If appropriate, persons also earn wages, and participate in community activities, all with a high level of reported satisfaction resulting in an enriched life, or, as has been termed, "A life like yours". Some individuals have been program participants for over three decades and continue currently with their activities and employment. These partnerships and programs have had the good fortune of significant public support from the Counties, DARS, and Medicaid, with most persons needing and wanting these services being able to obtain them via individual plans developed in an inter-disciplinary person centered planning process. In many instances, the services and partnerships have a history of success and stability for over multiple decades.

Environmental Factors:

Currently, there are a number of significant events, trends, issues, and interest group expectations which may portend changes in the availability of services, and how they are defined, funded, provided, and accessed. Thus, these partnerships and services are in a dynamic period which will require creative solutions and possibly new or altered programs in order to meet the needs of those being served. Services will need to be provided within the scope of resources available, the changing culture, new political realities, and changing populations and demographics. Environmental factors include:

- **Employment First** – A policy which in part states, "*.....community-based individual supported employment in integrated work settings is presented as the first and priority service option among available day service options offered....*" More detail is available at: <http://www.dbhds.virginia.gov/professionals-and-service-providers/developmental-disability-services-for-providers/community-support-services>. Proposals such as the TIME act (Transition to Integrated Meaningful Employment) which over a 3 year period eliminates the sub-minimum wage waiver issued by the Department Of Labor are pending factors. More detail is available at: <https://www.congress.gov/bill/114th-congress/house-bill/188/text?q={%22search%22%3A%22disability%22}>
- **The Department of Justice (DOJ) Settlement with the Commonwealth of Virginia** - requiring the option of integrated community based services. More detail is available at: <http://www.dbhds.virginia.gov/individuals-and-families/developmental-disabilities/doj-settlement-agreement>
- **Final Rule** - Medicaid policies and directives from the Center for Medicare and Medicaid Services (CMS) to increase integration and self-determination for service recipients. More information is available at: <http://www.dbhds.virginia.gov/professionals-and-service-providers/developmental-disability-services-for-providers> Related information is located under the headings, "*Waiver Amendment and Transition Plan (NEW) and CMS Home and Community Based Services (HCBS) Final Rule (NEW)*".
- **Current Medicaid Waiver Redesign** - referenced as "My Life, My Community". The redesign includes changing eligibility, services, service rates, and rules. All with the goal of increased responsiveness and planning to individual needs. Eligibility is proposed to be more functionally based rather than diagnostically based which could result in a broader scope of eligibility. For example persons on the entire Autism spectrum might be included. More information is available at: <http://www.dbhds.virginia.gov/individuals-and-families/developmental-disabilities>

Environmental Scan¹

- **County and State Funding** – Before and during the recent multiple year economic downturn, state and some local human services have been required to cut budgets and programs. Again for FY 2016, beginning July 1, 2015 some CSBs have been required to review programs and submit options for possible funding reductions. As part of this process human service programs have been creative in providing services more efficiently, often at reduced cost, while attempting to maintain quality, value, and service availability to those most in need. Going forward it will be critical to provide the most cost effective options to continue with service delivery. More information is available at: <http://www.fairfaxcounty.gov/dmb/> or here: <http://dpb.virginia.gov/budget/budget.cfm>
- **The Workforce Innovation and Opportunity Act (WIOA)** – Legislation which combines several workforce programs under one act including state Vocational Rehabilitation Programs (DARS) and Workforce Investment Boards (WIB). New regulations which would impact our partners should be posted for public comment this spring. More information is available at: <http://www.doleta.gov/wioa/>
- **Employment trends and workforce needs** – As employment is increasingly the goal of services, awareness of trends and needs is crucial to developing a successful program. More information is available at: <http://www.myskillsource.org/page/id/36/employer-resources> and: <http://www.myskillsource.org/page/id/17/annual-report>
- **Core Taxonomy and Performance Contract Requirements** – The CSBs are required to provide services consistent with the DBHDS core taxonomy and report the services provided as stipulated by the annual performance contract with DBHDS. More information is available at: <http://www.dbhds.virginia.gov/library/document-library/occ-2010-coreservicestaxonomy7-2v2.pdf> and <http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>
- **Changing demographics (including aging)** – The population in Northern Virginia is changing along with the demographics and age of many of the persons served by the referenced agencies including the CSB. Special consideration of these dynamics may lead to related programs and efforts more directly addressing the needs of emerging or changing populations in a more effective and efficient way than are current programs. More information is available at: <http://www.fairfaxcounty.gov/government/about/data/>

Summary

The above dynamics are representative of many issues impacting Northern Virginia, the state, and the country, which most likely will result in changing trends and paradigm shifts. Offerors should keep these and other issues which they feel may influence future services in mind when developing proposals. Certainly the need for cost effectiveness and possible future program redesign are major factors for consideration. Redesigned and new waiver services and reimbursement rates will most likely be put in place during the next few years. Many of those in service are aging and may be best served in programs designed for persons no longer in need of or desiring "employment".

New provider profiles may be necessary which may focus on unique or specialized services addressing both current service needs and anticipated changing needs along with consideration for individualized services and government requirements for the most efficient use of tax dollars. Braided, or a combination of funding sources may be necessary to leverage resources and provide complex services within the discrete funding parameters and limitations of tax payer supported programs. For-profit, non-profit, and other entrepreneurial resources combined with provider expertise will be necessary to assure future community services to meet expanding needs and broadened definitions of eligibility.

Via this RFP, responders are challenged to offer high quality programs, with flexibility, and in consideration of the referenced dynamics. Available funding for services (from all resources) is at best flat with minimal increases anticipated.

¹Environmental scanning can be defined as 'the study and interpretation of the political, economic, social and technological events and trends which influence a business, an industry or even a total market'. The factors which need to be considered for environmental scanning are events, trends, issues and expectations of the different interest groups. Issues are often forerunners of trend breaks. A trend break could be a value shift in society, a technological innovation that might be permanent or a paradigm change. Issues are less deep-seated and can be 'a temporary short-lived reaction to a social phenomenon'. A trend can be defined as an 'environmental phenomenon that has adopted a structural character'.

LICENSURE AND COMPLIANCE CHECKLIST

The offeror must complete the Licensure and Compliance Checklist and submit all applicable licenses and accreditations (or proof of licensure/accreditation application) with their proposal submission. (Ref: Section 6, Licensure and Compliance):

Firm Name _____ Type of Service to be Provided _____

Authorized Signature _____

Check only the compliance and adherence boxes that apply to your service

LICENSURE

- Licensed as an appropriately licensed provider for services provided to individuals by the Commonwealth of Virginia DBHDS <http://www.dbhds.virginia.gov/>.
- Licensed as a service provider of the Virginia Intellectual Disability/Mental Retardation Home and Community Based Waiver (ID Waiver), Day Support and Developmental Disabilities Waiver (DD Waiver).
- Assignment of a contractor number provided by the Virginia Department of Medical Assistance Services, (<http://easyaccess.virginia.gov/waiver-ifdds.shtml>).
- Accreditation in accordance with the Virginia Department of Aging and Rehabilitative Services (DARS) -- <http://www.dars.virginia.gov/> (Ref: Special Provisions, Section 5, Licensure and Mandatory Requirements/Compliance).
- Licensure with the Virginia Department of Behavioral Health and Developmental Services DBHDS. <http://www.dbhds.virginia.gov/>.

COMPLIANCE

- Waiver regulations pertaining to the provision of services as included in the Virginia Department of Medical Assistance Services Mental Health/Mental Retardation Community Services and Day Support Services Manual.
- Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for the State Fiscal Year 2015 and Fiscal Year 2016, and all future Community Services Performance Contracts (<http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>).
- Department of Behavioral Health and Developmental Services (DBHDS) Service Management Guidelines (<http://www.dbhds.virginia.gov/>).
- Intellectual Disability/Mental Retardation Home and Community Based (ID/MRHCB) Waiver and Day Support Waiver regulations for Medicaid reimbursable services
- Admissions, Discharge, and Appeals Process
- Federal Department of Labor Regulations (<http://www.dol.gov/regulations/>).
- Emergency Response Plan in response to critical incidents utilizing an all hazards approach (e.g. fire, natural disaster, severe weather, intruder or suspicious persons and packages) to include recovery and contingencies to appropriately address the safety and security (<http://www.fairfaxcounty.gov/emergency/>)

Attachment B- INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"		
REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)
X	1. Workers' Compensation	Statutory limits of Virginia
X	2. Employer's Liability	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
X	3. Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
X	4. Premises/Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
X	5. Automobile Liability	\$1 Million BI/PD each accident, Uninsured Motorist
X	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
X	7. Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
X	8. Products Liability	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
X	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
X	10. Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	11. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate
X	12. Umbrella\Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13. Per Project Aggregate	\$ _____
X	14. Professional Liability	
	a. Architects and Engineers	\$1 Million per occurrence/claim
	b. Asbestos Removal Liability Medical	\$2 Million per occurrence/claim
	c. Medical Professional Liability	\$1 Million per occurrence/claim
	15. Miscellaneous E&O	\$1 Million per occurrence/claim
	16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19. Garage keepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
X	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
X	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
X	28. The County shall be named Additional Insured on all policies except Workers Compensation and Auto.	
X	29. Certificate of Insurance shall show Bid Number and Bid Title.	
X	30. OTHER INSURANCE REQUIRED: Sexual Misconduct Reimbursement for Legal Defense Limits: \$100,000 per occurrence / \$300,000 general aggregate _____	
INSURANCE AGENT'S STATEMENT: I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.		
CONTRACTOR'S STATEMENT: If awarded the contract, I will comply with contract insurance requirements.		
CONTRACTOR NAME: LINDEN RESOURCES, INC.		AUTHORIZING SIGNATURE: