

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

NOTICE OF CONTRACT AWARD

TO:	DATE ISSUED:	July 26, 2017
Recovery Program Solutions of Virginia, Inc. 11616 Amara Place Woodbridge, Virginia 22192	AGREEMENT NO:	17-352-R
	AGREEMENT TITLE:	'Recovery Centers'

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 JULY 15, 2017 thru June 30, 2018. This is the first term of a five year contract with the option of four (4) additional 12 month options to renew through June 30, 2022.

The contract documents consist of the terms and conditions of Agreement No. 17-352-R, EXHIBIT A (County of Fairfax, Virginia contract number 4400007716 and County of Fairfax Virginia RFP number 2000002153) EXHIBIT B (Arlington County Specifications), EXHIBIT C (RPSV/Arlington Peers Helping Peer in Recovery FY18 Budget), EXHIBIT D (Insurance Checklist), and any other attachments.

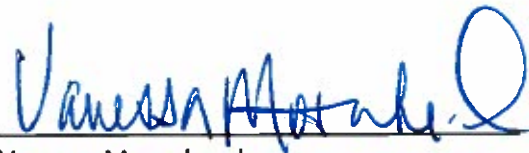
EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Jerome Hughes	TELEPHONE NO.:	(571)286-9320
	EMAIL ADDRESS:	jhughes@consumerwellness.net
COUNTY CONTACT: Rudbel Alfaro	TELEPHONE NO.:	(703) 228-5147
	EMAIL ADDRESS:	ralfaro@arlingtonva.us

CONTRACT AUTHORIZATION

AUTHORIZED SIGNATURE:



Name: Vanessa Moorehead
Title: Procurement Officer

Date: 7/26/17

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

AGREEMENT NO. 17-352-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Recovery Program Solutions of Virginia, Inc., 11616 Amara Place, Woodbridge, VA 22192 ("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 quantity (ies) 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, Exhibit A (County of Fairfax, Virginia contract number 4400007716, 'Recovery Centers' and Fairfax County RFP 2000002153), Exhibit B (Arlington County Specifications), Exhibit C (RPSV/Arlington Peers Helping Peer in Recovery FY18 Budget), and Exhibit D (Required Insurance Checklist) together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the County of Fairfax, Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with County of Fairfax, Virginia, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase County of Fairfax, Virginia wherever that phrase [those phrases] appear(s) in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement 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 and/or services for the County ("Work") shall commence on the date of execution and shall be completed no later than June 30, 2018 ("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, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from July 1, 2018 to June 30, 2022 (each such period shall be referred to as a "Subsequent Contract Term").

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the County of Fairfax contract number 4400007716. The Contract unit prices shall remain firm through June 30, 2019.

4. PAYMENT

The Contract Amount is paid, in advance, on a pro-rata quarterly basis (covering July 1-September 30, October 1-December 31, January 1 - March 31, and April 1 – June 30). Payment is made by the County to the Contractor by July 15, October 15, January 15, April 15 and, as applicable. Any sums not expended or not due or owing as a result of a termination or expiration of this Agreement or of the Fairfax County, Virginia contract shall be returned (refunded) to the County within fifteen (15) days after the date of any termination or expiration, as applicable.

Reconciliation for the previous quarter is required to be completed before the invoice for the next quarter is approved (Sept 30, Dec 31, March 31, and June 30). Any sums paid by the County which are not supported by a corresponding expenditure documented by the Contractor and approved in advance by the County Project Officer (“reconciliation”) shall be promptly reimbursed by the Contractor to the County within fifteen (15) days of a request for reimbursement by the County.

Payment will be made by the County to the Contractor as follows:

DATE	AMOUNT
July 15, 2017	\$41,087.50
October 15, 2017	\$41,087.50
January 15, 2018	\$41,087.50
April 15, 2018	\$41,087.50
TOTAL	\$164,350.00

Any sums not expended or not due or owing as a result of a termination or expiration of this Agreement or of the Fairfax County, Virginia contract shall be returned (refunded) to the County within fifteen (15) days after the date of this Agreement’s termination or expiration, as applicable.

Reconciliation is required to be completed June 30, 2018. Any sums paid by the County which are not supported by a corresponding expenditure documented by the Contractor and/or approved in advance by the County Project Officer (“reconciliation”) shall be promptly reimbursed by the Contractor to the County by July 15, 2018.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is Recovery Centers.

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.

6. 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 which seeks to obtain the Work pursuant to this Contract. 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.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate 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 expense.

5. 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.

6. 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) 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 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.

7. 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, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 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 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, so that the provisions will be binding upon each subcontractor or vendor.

8. 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 for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

9. 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 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 or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

10. 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.

11. RELATION TO 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 payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. 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.

12. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be

submitted 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 claim 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 Arlington County Purchasing Resolution, which is incorporated herein by this 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 any decision of the Project Officer, County Manager, County Board, or a court of law.

13. 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 thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. 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, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond 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, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

15. 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 by 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:

Recovery Program Solutions of Virginia
Attention: Lisa Goodwin
8470 Yellow Leaf Court
Springfield, Virginia 22153

TO THE COUNTY:

Lizabeth D. Schuch, Project Officer
2120 Washington Boulevard – 4th Floor
Arlington, VA 22204

AND

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

16. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, and telephone number (703) 228-3060.

17. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

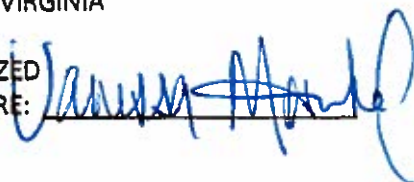
Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

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. Insurance Guides, and acceptable to the County (EXHIBIT D).

WITNESS these signatures:

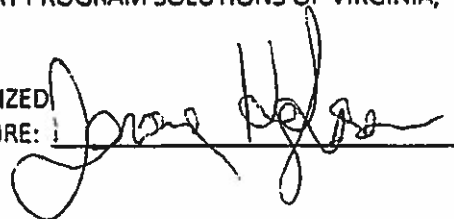
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:



RECOVERY PROGRAM SOLUTIONS OF VIRGINIA,
INC.

AUTHORIZED
SIGNATURE:



fa

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

DATE: 7/26/17

NAME AND
TITLE: Terome Hughes / Executive Director

DATE: 7/17/17



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 1

JUN 29 2017

CONTRACT TITLE: Recovery Centers

CONTRACTOR

Recovery Program Solutions of VA, Inc.
11616 Amara Place
Woodbridge, VA 22192

SUPPLIER CODE

1000018054

CONTRACT NO.

4400007716

By mutual agreement, Contract 4400007716 is amended effective July 1, 2017, to add the following Recovery Center located at 7611 Little River Turnpike, Annandale, VA 22003, services provided at this location will be in line with the services outline in the Technical Proposal dated January 24, 2017. In addition, the annual cost for this location is \$187,025.00, increasing the contract total for Recovery Centers from \$648,098.00 to \$835,123.00. annually.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY:

Jerome Hughes

(Signature)

Jerome Hughes

(Printed)

Executive Director

(Title)

6/28/17

(Date)

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION

Finance – Accounts Payable/e
DAHS - Contracts – Tracy Davis/e
DAHS - Procurement – Patty Holman/e

Contractor
DPMM – Contract Specialist Linda Williams
CSB – Mark Blackwell/e

MRM

Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

NOTICE OF AWARD

Date: **MAY 25 2017**

CONTRACT TITLE: Recovery Centers
RFx NUMBER: 2000002153
CONTRACT NUMBER: 4400007716
CONTRACT TYPE: Requirements Contract
NIGP CODE: 95285
CONTRACT PERIOD: July 1, 2017 through June 30, 2018
RENEWALS: Four (4) - one-year renewal options
SUPERSEDES CONTRACT: 4400002440, 4400002441 and 4400002519

CONTRACTOR:
Recovery Program Solutions of Virginia, Inc.
11616 Amara Place
Woodbridge, VA 22192

SUPPLIER CODE:
100018054

Contact: Jerome Hughes, Executive Director
Telephone: 571-286-9320
Email: jhughes@consumerwellness.net

TERMS: Net 30 days

PRICES: Recovery Centers - \$648,098.00 annually

Wellness Recovery Action Plan (WRAP) - \$1,647.48 per workshop (salary and supplies included; a workshop if facilitated by two facilitators, will consist of eight classes, each a minimum of two hours)

Computer Literacy Training - \$5,500.00 annually (salary and supplies included; one years' worth of computer training sessions taking place two days a week for two hours each day)

RFP2000002153
Contract Number 4400007716
Notice of Award
Page 2

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

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 – Tracy Davis/e

DPMM – Contract Specialist – Linda Williams
DPMM – Supplier Diversity – Jason Im/e



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: **MAY 25 2017**

Recovery Program Solutions of Virginia, Inc.
11616 Amara Place
Woodbridge, VA 22192

Attention: Jerome Hughes, Executive

Reference: RFP2000002153, Recovery Centers

Dear Mr. Hughes:

Acceptance Agreement

Contract Number: 4400007716

This acceptance agreement signifies a contract award to operate three recovery centers and provide recovery-based services. The period of the contract shall be from July 1, 2017 through June 30, 2018, with four (4) one (1) year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement,
- 2) The Terms and Conditions of RFP2000002153 and all addenda;
- 3) The Technical and Cost Proposal dated January 24, 2017;
- 4) The Contractor's response to clarifications dated February 15 and 24, 2017;
- 5) The signed Summary of Negotiations dated March 28, 2017;
- 6) The Contractor's negotiation responses dated April 20 and 28, 2017;
- 7) The Contractor's negotiation response and revised technical and cost proposal dated May 11, 2017;
- 8) County purchase order; and
- 9) Any amendments subsequently issued.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate per the Special Provisions, Section 18, of the RFP within ten (10) days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Linda Williams at 703-324-8427 or via e-mail at linda.williams@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

PRE-PROPOSAL CONFERENCE

RFP2000002153

An optional pre-proposal conference will be held at 11:00 a.m. on January 06, 2017 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Rooms 2/3, Fairfax Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract specialist Linda Williams at dpsmteam3@fairfaxcounty.gov prior to the pre-proposal conference.



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT AND MATERIAL MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: December 15, 2016	REQUEST FOR PROPOSAL NUMBER: RFP2000002153	TITLE: Recovery Centers
DEPARTMENT: Fairfax Falls Church Community Services Board	DUE DATE/TIME: January 27, 2017 @10:00 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 is to solicit sealed proposals to establish a contract or contracts through competitive negotiation to operate four Recovery Centers and provide recovery-based services for the County of Fairfax. The services will address the needs of individuals that are 18 years of age or older with mental health, substance abuse, developmental disorders, and/or co-occurring mental health and substance use disorders.
- 1.2. Offerors may propose to provide recovery services for one or more Recovery Centers. The proposed Recovery Center(s) should be clearly stated in the offerors proposal. The Recovery Centers are located in the following County-leased locations:
 - a. Mount Vernon District - 8794-S Sacramento Drive, Alexandria, VA 22309
 - b. Providence District – 7611 Little River Turnpike, Suite 100E, Annandale, VA 22003
 - c. Providence District – 8221 Willow Oaks Corporate Drive, Fairfax, VA 22003
 - d. Hunter Mill District – 1850 Cameron Glen Drive, Suite 200, Reston, VA 20190
- 1.3. Offeror Eligibility:
 - a. Offerors are required to be a legal business entity and a recognized nonprofit organization with a 501(c) (3) tax-exempt status.
 - b. Offerors must be organizations that are staffed primarily by peers – people living with or recovering from mental health or substance use disorders.
- 1.4. It is anticipated that on April 1, 2017 peer support services will become a Medicaid billable service under the Addiction and Recovery Treatment Services (ARTS) benefit, <http://www.dmas.virginia.gov/Content/pgs/bh-sud.aspx>. Contract changes as a result of this benefit will be coordinated with the successful offeror(s) as the needs arise.

2. PRE-PROPOSAL CONFERENCE:

- 2.1. An optional pre-proposal conference will be held on January 6, 2017 at 11:00 A.M. in the Fairfax County Government Center, Conference Center Room 2/3, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Procurement and Material 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 on July 1, 2017, or date of award, whichever is later, and terminate on June 30, 2019.
- 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 three (3) additional (1) year periods based on satisfactory contractor performance and if agreeable to all parties.

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- 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. 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 Fairfax – Falls Church Community Services Board (CSB) was established in 1968 by the authority of Title 37.1, Chapter 10, Code of Virginia (1950), as amended. The CSB is responsible for ensuring that comprehensive quality services for its residents are provided through public funding in mental health, mental retardation, and substance abuse services, as well as monitoring and evaluating such services to ensure their cost-effectiveness and applicability to resident needs. The CSB strategic plan can be found at <http://www.fairfaxcounty.gov/csb/about/strategic-plan.htm>
- 4.2. The Consumer and Family Affairs division of the CSB provides peer support and recovery coaching using a recovery model geared toward working with peers and helping them realize the person behind their illness and become active members of the community. This division includes directly operated and contracted recovery programs focused on different levels of care that include, but are not limited to, psychosocial rehabilitation services, substance abuse treatment programs, community readiness and support programs, and/or vocational programming.
- 4.3. The Recovery Centers location descriptions, which are the subject of this RFP, are as follows:
- a. Mount Vernon District - Located at 8792 Sacramento Place, in the Sacramento Shopping Center on Route 1 in Alexandria, the site primarily serves individuals from the communities of Lorton, Alexandria, and Kingstowne in the southern part of the County. The building includes meeting rooms, a computer room, large common areas, office space and other amenities, such as showers, laundry and a commercial kitchen. The Recovery Center shares 1,200 square feet of space with a separate entrance. Another county vendor providing recovery related services, PRS, Inc., operates from the same location. Both County contractors work collaboratively to develop programming. Currently the hours are evenings and weekends for a total of 33 hours per week. Currently this center serves approximately 80 individuals per day.
 - b. Providence District – Located at 7611 Little River Turnpike, Suite 100E, Annandale, VA the site primarily serves individuals from Annandale, Springfield and Falls Church in the central part of the County. The site is located on the first floor of a large office building, is accessible through the building's main entrance and a private side entrance. The space includes a waiting area, computer room, office space, a large meeting room, and kitchenette for a total of approximately 2,507 square feet. The program currently operates Monday through Thursday during the day for a total of 24 hours per week. Currently this center serves approximately 45 individuals per day.

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- c. Providence District – Located at 8221 Willow Oaks Corporate Drive, Fairfax, VA, this program has operated out of the same building as the CSBs largest outpatient clinic. Since opening in October 2015, it's has been under the direct supervision of the CSB. The site primarily serves individuals who are receiving services at the outpatient clinic, and includes a waiting area, offices, computer access and a large conference room for a total of approximately 1,458 square foot of space. The County and the vendor will work collaboratively to develop programming that meets the needs of individuals seeking services at this sight and living in the central part of the county. The program currently operates Monday through Friday for a total of 31 hours per week. Currently this center serves approximately 25 individuals per day.
- d. Hunter Mill District – Located at 1850 Cameron Glen Drive, Suite 200, Reston, VA this program has recently relocated to the same building as the CSBs Northwest Center outpatient clinic. The site serves residents of the north part of the County. The county and the vendor will work collaboratively to develop programming that meets the needs of individuals seeking services at this sight and living in the north part of the county. The site is located on the first floor of a county office building and is accessible through the building's main entrance. The space includes a waiting area, a large computer room, office space, a large meeting/dining area with a kitchenette for approximately 2,927 square feet. The program currently operates Monday through Friday during the day for a total of 25 hours per week. Currently this center serves approximately 35 individuals per day.

5. TASKS TO BE PERFORMED:

Qualified offerors are encouraged to submit a proposal to:

- 5.1. Provide recovery-based services that meet the service provision components of the Consumer-Operated Services Evidence-Based Practices (EBP) as outlined by U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration. Reference can be found at <http://store.samhsa.gov/product/Consumer-Operated-Services-Evidence-Based-Practices-EBP-KIT/SMA11-4633CD-DVD>.
- 5.2. Ensure that services meet the following prioritized needs:
 - a. Crisis Support
 - b. Individual Peer Support
 - c. Peer-operated Support Groups
 - d. Information and education
 - e. Substance use disorder recovery coaching
 - f. Social/Recreation Events
 - g. 12- step Groups (i.e. Alcoholics Anonymous, Narcotics Anonymous and Dual Recovery Anonymous)
 - h. System advocacy & assistance with self-advocacy
- 5.3. Have a policies and procedures manual that governs the operation of the program. At a minimum, the contractor must address the following:
 - a. Site operation hours and days - The contractor shall notify the County of its operating schedule and notify the designated County contract manager of any unscheduled closures due to unusual circumstances, including weather and environmental causes.
 - b. Written agency policies and procedures that address supervision, employee, and volunteer roles and responsibilities
 - c. Rights and responsibilities concerning the conduct of guests;
 - d. Confidentiality and privacy;

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- e. Abuse, Neglect and Exploitation - Must be in compliance with 12VAC 35-115. For reference see: <http://law.lis.virginia.gov/admincode/title12/agency35/chapter115/section230/>.
 - f. Incident Reporting - Copies of all Incident Reports must be submitted to the CSB contract manager within 24 hours of the incident.
 - g. Communicable Diseases and Medical Emergencies;
 - h. Emergencies and Disasters Response;
 - i. Smoking Policy;
- 5.4. Collaborate its operations with all of the Fairfax County contractors that are operating the Recovery Centers; and attend quarterly meetings with those contractors to share ideas, develop plans for consumer involvement and facilitate joint events.
- 5.5. Sign space license agreements for county leased or owned space. (Ref. Attachment A) In addition:
- a. It is anticipated that the contractor(s) may be required to share the office space in some locations with other vendor programs and with directly operated CSB program staff, maximizing shared resources to best serve the consumers.
 - b. The contractor will be designated space specifically for its needs and program requirements; however, some activities may make use of large common areas. Activities that use common areas will be scheduled during non-conflicting operational times. It is expected that the contractor will work together with other programs such as employment programs and recovery programs to integrate services and ensure the space provided by CSB is best used for the consumers' benefit.
 - c. Final decisions on how to allocate space will be determined by the CSB based on program composition and need.
 - d. If the contractor intends to provide any food services, the contractor must follow the rules and regulations of the Fairfax County Health Department, Division of Environmental Health, and Food Establishments. Information can be found at <http://www.fairfaxcounty.gov/hd/food/>
- 5.6. Ensure that all staff is certified in CPR and first aid.
- 5.7. In accordance with Code of Virginia section 19.2-392.02 (<http://law.lis.virginia.gov/vacode/title19.2/chapter23/section19.2-392.02/>) complete a criminal background check on all employees who have direct contact with individuals and place such documentation in the employees' personnel files. Proof of acceptable criminal background checks will be provided to the County upon request.
- 5.8. Establish appropriate internal and financial controls in place to minimize risk of theft or embezzlement. In addition:
The contractor's treasurer or fiscal manager shall be bonded or otherwise indemnified. Verification shall be submitted to the County within 90 days of contract award. Verification of new treasurer or fiscal personnel will be submitted within 90 days of employment.
- 5.9. In accordance with Code of Virginia section 12VAC35-105-510 (<https://leg1.state.va.us/cgi-bin/legp504.exe?000+reg+12VAC35-105-510>) the following Tuberculosis Screening requirements apply:
- a. Each of the contractor's employees who will have direct contact with individuals receiving services should obtain a statement of certification by a qualified licensed practitioner indicating the absence of tuberculosis in a communicable form within 30 days of employment or initial contact with individuals receiving services. The contractor should submit a copy of the original screening to the county upon request.
 - b. Responsible for reimbursement for TB screens for its employees.

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- c. All contractor staff in substance abuse co-occurring outpatient or residential treatment services shall be certified as tuberculosis free on an annual basis by a qualified licensed practitioner.
- d. Any contractor staff who comes in contact with a known case of active tuberculosis disease or who develops symptoms of active tuberculosis disease (including, but not limited to fever, chills, hemoptysis, cough, fatigue, night sweats, weight loss, or anorexia) of three weeks duration shall be screened as determined appropriate for continued contact with individuals receiving services based on consultation with the local health department.
- e. Any contractor employee suspected of having active tuberculosis shall not be permitted to return to work or have contact with individuals receiving services until a physician has determined that the person is free of active tuberculosis.

6. COUNTY RESPONSIBILITIES:

- 6.1. Facilitate regular contract performance reviews to ensure communication between the contractor and the county and to review the outcomes of the services.
- 6.2. Provide the contractor with training which will include but is not limited to CSB policies and procedures relevant to the contract and CSB services and resources.

7. 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. Be sure to clearly state which Recovery Center(s) are being proposed.

- 7.1. Name of firm submitting proposal; main office address; contact name with phone and email address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

- 7.2. Outcomes:

Describe one or more Results-Based Accountability measures and quality control procedures to monitor program outcomes that are consistent with key components outlined in section 5, TASKS TO BE PERFORMED and consistent with the CSB strategic plan referenced in section 4, BACKGROUND which can be found at <http://www.fairfaxcounty.gov/csb/about/strategic-plan.htm>. Results-Based Accountability is an approach to measuring that emphasizes the end result for the clients receiving services. At a minimum, the offeror shall provide measures that evaluate: a. Services Provided - How much was provided?; b. Client Responses to Services - How well were the services provided?; and c. Changes in Client Circumstances After Receiving Services - Are clients better off? Include projected number of individuals to be served. Include the plan for measurement implementation including how the data will be collected and reported.

- 7.3. Program Approach:

- a. Describe the proposed services that address section 5, TASKS TO BE PERFORMED and how they will be used to achieve the measurable outcomes outlined in paragraph 7.2. The offeror may propose to provide other services to meet identified needs, which may include:
 - 1. Advanced Directives education
 - 2. Benefits Advisement
 - 3. Budgeting and Money Management
 - 4. Clothes Closet
 - 5. Community Meals, snacks and kitchen services
 - 6. Computer and Internet Access

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7. Employment Education & supports
 8. Food Pantry and Nutritional Assistance
 9. Forensic Supports and Jail Diversion resources
 10. Housing Supports
 11. Laundry
 12. Literacy Training, ESL and other Educational Support
 13. Mail Service
 14. Peer operated business ventures
 15. Volunteer Opportunities
 16. Wellness Recovery Action Plan (WRAP) workshops
- b. Provide program timelines that indicates activities planned, major milestones, assigned responsibility for each and outlines the completion of each milestone by month or quarter during the contract period.
 - c. Describe community partnerships, collaborations and resources that will maximize service delivery and minimize duplication.
 - d. Describe offeror's awareness of the difficulties in the completion of this undertaking, and a plan for surmounting them. In addition, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible additional and/or alternative approaches to section 5, TASKS TO BE PERFORMED.

7.4. Organizational Qualifications & Capacity:

- a. Describe the overall organization's mission, vision and array of services. Include the overall organizational structure. Include statistical data regarding individuals served by serviced area and any other data that describes the organization's capacity.
- b. Describe the organizational and staff experience related to the program approach as outlined, in paragraph 7.3.
- c. Describe a staffing and volunteer plan to accomplish the work and provide job descriptions for staff/volunteers to include qualifications and resumes of any staff that are currently employed by the organization.
- d. Provide a staff training plan that ensures initial and periodic training of all staff regarding policies and protocols pertaining to program operation and other relevant issues.
- e. Provide a plan for evaluating the program for quality control purposes.
- f. Provide a copy of the table of contents for the organization's policies and procedures manual for these services.
- g. Describe how clients with disabilities will have access to the program services and explain in detail how the organization complies with the Americans with Disabilities Act (ADA).
- h. Submit a copy of 501(c)(3) status and list of board of directors.
- i. Describe the plans for fiscal accountability and management of the proposed program funding. Explain how funds awarded under this contract will be tracked separately from other funding streams and any use of outside accounting and/or payroll services.

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- j. **Financial Statements:** 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" (Appendix B) as part of their proposal submission. In addition, provide an income statement and balance sheet from the most recent reporting period.
- k. **References:** Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference. Please provide a minimum of three references. Only one of the references can be from Fairfax County.

7.5. 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.

8. CONSULTATION SERVICES:

8.1. 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.

9. COST PROPOSAL INSTRUCTIONS:

9.1. 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. The cost proposal should include a budget for the period of July 1, 2017 through June 30, 2018, and also a budget for the subsequent fiscal year 2019.(July 1st through June 30th). The following information should be submitted as part of the cost proposal:

- a. A cost projection adequate to support the services to include the following.
 - 1. Offerors must provide a price breakdown for each line item separately as well as totals for line items provided together if prices differ.
 - 2. Documentation indicating breakdowns of direct labor and fringe benefit costs including the staff year equivalency (SYE) per position, and applicable actual or average hourly rates or yearly salaries, fringe benefit rate, and specific fringe benefits provided.
 - 3. Documentation should provide a breakdown of the specific costs related to each line item related to operations.
- b. A revenue projection adequate to support the cost to include the following:
 - 1. Identify the amount of county funds requested to sustain the proposed services.
 - 2. Identify proposed resources for and amount of other non-county cash resources necessary to sustain the proposed services. Explain the commitment status (e.g. received grant, letter of commitment, planned fundraiser, etc.) for the proposed non-county cash resources.

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- c. Explain the value of non-cash resources (professional and non-professional volunteers, in-kind goods, and supplies and services) and how the value was determined. Include the number of volunteer hours necessary to sustain the proposed project. (Non-professional volunteers are to be valued at \$24.90 per hour in accordance with the Virginia Employment Commission. Professional volunteer's hourly value is to be determined by the offeror and justified with a written narrative.)
- d. Provide a supporting narrative that demonstrates how they will maximize cost effectiveness of the requested funds. If the offeror is proposing to provide services at multiple Recovery Centers, describe how cost savings might be realized by economy of scale.

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

10. PRICING:

- 10.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract through June 30, 2019. 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.
- 10.2. The request for a change in the unit price 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), change in manufacturer's price, etc.). Price increase requests must be made 120 day prior to the expiration of each fiscal year, increases are not guaranteed but will be granted at the discretion of the county.
- 10.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

11. TRADE SECRETS/PROPRIETARY INFORMATION:

- 11.1. 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.
- 11.2. 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.

12. CONTACT FOR CONTRACTUAL MATTERS:

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

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

- 12.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 17.3).

SPECIAL PROVISIONS**13. REQUIRED SUBMITTALS:**

- 13.1. 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.

14. SUBMISSION OF PROPOSAL:

- 14.1. One (1) original (duly marked) and six (6) copies of the Technical proposal, and one (1) original (duly marked) and six (6) copies of the Cost proposal (Appendix B) 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 Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

- 14.2. 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 Procurement and Material 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 DPPM 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>.
- 14.3. 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.
- 14.4. 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.
- 14.5. Each original and set of the six (6) copies of the proposal shall consist of:
- a. Cover sheet (DPMM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 9, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 14.6. By executing the cover sheet (DPMM32), 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**15. LATE PROPOSALS:**

- 15.1. 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.

16. PERIOD THAT PROPOSALS REMAIN VALID:

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

17. BASIS FOR AWARD:

- 17.1. 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.
- 17.2. 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.
- 17.3. 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 12.1 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.
- 17.4. 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.
- 17.5. 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.
- 17.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Demonstrated outcomes as referenced in paragraph 7.2. (25 points)
 - b. Demonstrated program approach as referenced in paragraph 7.3. (25 points).

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- c. Demonstrated organizational qualifications, staff experience and capacity as referenced in paragraph 7.4. (25 points)
 - d. Reasonableness of cost proposal(s). (25 points)
- 17.7. 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.
- 17.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 17.9. 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.
- 17.10. 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.
- 17.11. 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.
- 18. INSURANCE:**
- 18.1. 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.
- 18.2. 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.
 - 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.
 - 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.

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- e. The contractor agrees to maintain property insurance on all contractor owned property and improvements in connection with this agreement.
 - f. 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.
 - g. 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.
 - h. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - i. 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.
 - j. 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.
- 18.3. 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.
- 18.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 18.5. 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.
19. **METHOD OF ORDERING:**
- 19.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
 - 19.2. 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.
 - 19.3. 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.

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- 19.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.5. 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.

20. REPORTS AND INVOICING:

- 20.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor must submit monthly financial expenditure reports along with each month's invoice that verify that funding was spend according to the contract. The Contractor must submit monthly program reports along with each month's invoice that include the following minimum data requirements:
- a. Number of days operating
 - b. Number of new individuals each month
 - c. Number of unique individuals served per month
 - d. Number of individuals visiting per month (duplicate count)
 - e. Types of supports offered to consumers and number of attendees per event;
 - f. Outcome measurements
 - g. Monthly expenses and remaining budget funds to include a balance sheet, cash flow statement and profit/loss statement
 - h. New hires and departures of paid staff members
 - i. Fundraising activities, such as grant seeking and events
- 20.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. The name of the County department;
 - b. Date of services;
 - c. The type of services;
 - d. The itemized cost for each item/service;
 - e. Purchase Order Number; and,
 - f. Fairfax County Contract Number.
- 20.3. County departments must receive monthly invoices by the 15th day of the month for the subsequent month's pre-payment. Monthly program reports and month financial expenditure reports for the most recently completed month must be submitted with the invoice. The Contractor will mail the invoices to the individuals identified in the final contract.
- 20.4. The contractor will submit a copy of their annual report and audit with Management Letter by November 30th of each contract year.

21. PAYMENTS:

- 21.1. The County will pay the Contractor based upon submission of an acceptable invoice for monthly services in advance.
- 21.2. If it is determined that payments have been made to the Contractor for work performed that is not in conformity with this contract, the County may withhold such amounts from the next advance payment made to the contractor.

SPECIAL PROVISIONS**22. CHANGES:**

- 22.1. 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 Contractor's 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.
- 22.2. 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.

23. DELAYS AND SUSPENSIONS:

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.

24. ACCESS TO AND INSPECTION OF WORK:

- 24.1. 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.

25. PROJECT AUDITS:

- 25.1. 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,

SPECIAL PROVISIONS

- 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.
- 25.2. 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.
- 25.3. 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.
- 25.4. 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.
- 25.5. 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.
- 26. DATA SOURCES:**
- 26.1. 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.
- 27. SAFEGUARDS OF INFORMATION:**
- 27.1. 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.
- 28. ORDER OF PRECEDENCE:**
- 28.1. 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).
- 29. SUBCONTRACTING:**
- 29.1. 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.dmbe.state.va.us/>; local chambers of commerce and other business organizations.
- 29.2. 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.

SPECIAL PROVISIONS**30. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 30.1. 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).
- 30.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 30.3. 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.
- 30.4. 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.
- 30.5. 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.

31. NEWS RELEASE BY VENDORS:

- 31.1. 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.

32. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 32.1. 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.
- 32.2. 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.

SPECIAL PROVISIONS**33. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 33.1. 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 the \$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 BIDS**—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, statutes, 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 debarment, 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

EXHIBIT B

ARLINGTON COUNTY SPECIFICATIONS

GENERAL DESCRIPTION OF SERVICES FOR ARLINGTON COUNTY

The Contractor shall continue to develop, sustain and strengthen a Recovery Community Support Program in Arlington County that successfully integrates individuals into the Arlington community and fulfills the County's requirements and expectations. The Recovery Center shall serve as a complement to traditional mental health and substance abuse programs, helping to create an individualized program that gives each person the best chance of success with the correct mix of intervention models. This Recovery Center shall be a focal point from which individuals can build on their strengths and assets to grow in their recovery. Recovery Center staff will honor the dignity and worth of each person and seek to build up their self-esteem, confidence and emotional strength. Mutual support and respect is at the heart of their work, and they promote a self-directed recovery journey.

CONTRACTORS RESPONSIBILITIES

The Contractor shall:

- Operate the Recovery Center, 4 days per week, and 5 hours per day at a location co-determined by the Behavioral Healthcare Division, Arlington County Community Services Board and RPSV
- Conduct promotion and community outreach
- Create and maintain marketing tools
- Hire appropriate staff, including employees, interns and volunteers
- Ensure HR, Accounting, payroll and policies and procedures are in place
- Establish and cultivate partnerships with other community organizations to enhance services and share resources
- Staff trainings to include: Human Resources training and development and peer support skill-building training
- Track necessary program data to meet reporting requirements as listed below
- Conduct ongoing participant community meetings and refine program services and policies as needed based on feedback
- Meet with Behavioral Healthcare, Community Services Board Project Officer at least quarterly and as needed
- Work collaboratively with Arlington County Department of Human Services and the Project Officer
- Designated staff must be trained as Peer Recovery Specialists by 12/31/17 and certified as Peer Recovery Specialists by 7/1/2018. Proof of certification must be submitted to the Project Officer by 7/15/18

AS A MINIMUM, THE PROGRAM MUST:

- Provide a safe environment for individuals
- Provide daily lunch
- Implement computer training and resource room
- Facilitate peer support and Dual Recovery Anonymous (DRA) groups
- Provide Wellness Recovery Action Plan (WRAP) Groups

- Initiate Crisis Support
- Conduct One-on-One Peer Counseling
- Provide groups that support individual's overall wellness
- Offer various recreational activities and events

DATA AND REPORTING REQUIREMENTS

The Contractor shall submit the following contract performance data on a monthly basis, by the 15th of the following month to the Project Officer. These requirements are subject to change.

Program Statistical Report

- Number of days operating
- Number of new individuals served
- Number of unique individuals served
- Number of duplicate individuals served, to include average daily attendance
- Number of duplicate individuals attending groups (add # of groups/month), to include average daily attendance
- Number of duplicate individuals receiving Emotional Supports (Peer Mentoring) and Affiliations Supports (Being part of Recovery Center's community, learning social skills)
- Number of Community Outreach Contacts
- Number and types of recreational activities offered

Program Narrative Report

- The Contractor shall submit a monthly narrative report highlighting specific programming details.
- Staffing and Administrative changes to be submitted when such changes occur

Program Satisfaction Survey

- The Contractor shall submit a Peer Satisfaction survey by April 30, 2018.
- The Contractor shall submit a Staff survey by January 15, 2018.

Budget Report

- The Contractor must submit monthly budget reports on the fifteenth of each month following the month in which the services were provided, or more often if requested by the County Project Officer. The allocations in the budget are subject to the approval of the County Project Officer.

EXHIBIT C
RPSV/Arlington Peers Helping Peer in Recovery FY18 Budget

Income		
CSB Base Grant	164,350	
Total Income	164,350	
Expenses		
Business Expenses		
Business Registration Fees	5	State Corporation Commission
Contract Services		
Accounting Fees	2,240	Audit and 990
Fundraising Fees	0	Electronic Newsletter/Call for donations included
Legal Fees	500	Contingency Funds
Outside Contract Services	13,750	Computer Trainer and Director of Administration, IT Person
Facilities and Equipment		
IT Equipment	100	Contingency Funds
Equipment Expense	100	Cooking equipment replacement
Personal Property Tax	980	Taxes on vehicles, computers, furnishings
Rent	37,200	
Operations		
Staff Background Checks	175	Background for NCOA participants
Postage, Mailing Service	125	Correspondence
Printing and Copying	1,070	Flyers, Documents, Brochures
Office Supplies	700	General Office Supplies
Telephone, Telecommunications	4,800	Internet, TV, Phones
Program Supplies	132	Recovery Library/Art Supplies
Program Food	2,310	Sustenance - Continental Breakfast, Lunch, Snacks
Supplies for Program Meals	750	Cups, Utensils, Plates, Napkins, etc.
Transportation	1,380	Transporting Peers and Food

Recreational Activities	950	Beach Trip, Nationals Games
Intensive, One on One Peer Support	0	Activity which Averts Crisis, Such as Taking Peer out for coffee with one-on-one dialogue
Computer Software	0	Microsoft Office 365
Other Types of Expenses		
Insurance - Liability, D and O, Workers Comp,	8,400	Company Protection
Memberships and Dues	30	BJs Membership
Staff Development	0	HR Training
Events	100	Holiday Parties, Picnic, 5th Anniversary Party
Repairs and Maintenance	500	Maintenance and Contingency Funds for Vehicle
Payroll		
Payroll Expenses	79,330	Staff Payroll (Includes 1 WRAP)
Payroll Taxes	7,700	Medicare, FICA, FUTA, etc.
Payroll Processing Fees	523	Paychex Company Fees
Benefits	0	
Travel and Meetings		
Conference, Convention, Meeting	0	
Travel	500	Staff Travel
Internal Org. Meetings/Trainings	0	Supplies/Meals
Total Expenses	164,350	
Total Request	164,350	

EXHIBIT D- 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
	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
	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
	7. Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	8. Products Liability	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	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
	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.	
	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: Recovery Program Solutions of Virginia, Inc.		AUTHORIZING SIGNATURE: