County of Fairfax, Virginia

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

TO: All Potential Offerors

DATE: December 3, 2015

SUBJECT: HSRFP-414625 : Informal Solicitation for Fiscal and Program Administration Services for Housing and Supportive Services Funding to Persons with Intellectual and Developmental Disabilities

Fairfax County is accepting proposals from firms who can disburse and manage funding to assist eligible individuals with intellectual and developmental disabilities in the Health Planning Region II area with transitioning from training centers, nursing facilities, group homes and family homes to integrated, independent housing.

A pre-proposal conference will be held from 9-10 AM, Thursday, December 10, 2015, at the Fairfax County Pennino Building, 12011 Government Center Parkway, Conference Room 738C.

If you are interested in providing fiscal and program administration services detailed in this solicitation, please email a proposal no later than **Friday, December 18, 2015, at 2:00 p.m.** to:

DAHSSolicitations@fairfaxcounty.gov
Fairfax County Department of Administration for Human Services
Attention: Shelley Brent
DAHS Contracts and Procurement Management
12011 Government Center Parkway
Contracts Management, Suite 738
Fairfax, Virginia, 22035

If you have questions or comments prior to submitting a proposal, please direct them to Shelley Brent via email at shelley.brent@fairfaxcounty.gov no later than Monday, December 14, 2015.

Sincerely,

Sara Brinkmoeller, Division Director
Contracts and Procurement Management

Department of Administration for Human Services
Promoting Excellence in Human Services

Department of Administration for Human Services
12011 Government Center Parkway, Suite 942
Fairfax, VA 22035
Phone: 703-324-5630 **Fax:** 703-324-7572 **TTY:** 711
www.fairfaxcounty.gov/admin

County of Fairfax, Virginia

Informal Solicitation – Flexible Funding

HSRFP-414625

Proposal Due Date/Time: December 18, 2015 at 2:00 p.m.

1. STATEMENT OF WORK:

1.1. The purpose of this statement of work is to solicit proposals from offerors to provide fiscal and program administration services to assist individuals with intellectual and developmental disabilities with transitioning into integrated, independent housing. Locally, this effort is known as the Flexible Funding Assistance Program.

1.2. The successful offeror will receive referrals for financial assistance, verify referrals meet established eligibility criteria, approve allowable housing-related expenditures, make accurate and timely payments to vendors for goods and services, track expenditures by individual service recipient and produce quarterly reports on individuals served, programmatic expenditures and program balances.

2. PRE-PROPOSAL CONFERENCE:

2.1. A pre-proposal conference will be held from 9-10 AM, Thursday, December 10, 2015, at the Fairfax County Pennino Building, 12011 Government Center Parkway, Conference Room 738C.

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 informal Request for Proposal (RFP). Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference and no later than Monday, December 14, 2015, to shelley.brent@fairfaxcounty.gov.

3. CONTRACT PERIOD AND RENEWAL:

3.1. The contract period shall be from the date of award through June 30, 2018. A contract award that results from an informal solicitation of this type may not exceed $100,000 for the total contract period.

4. BACKGROUND:

4.1. The Virginia Department of Behavioral Health and Development Services' (DBHDS) created an initiative called the Virginia Housing and Support Services initiative to increase access to and availability of integrated, independent housing options for individuals with intellectual and developmental disabilities in the Department of Justice (DOJ) target population (see http://www.vahss.org). To support this initiative, DBHDS awarded one-time funding for the purpose of establishing a flexible funding source to cover upfront expenses that are critical to successfully moving at least 100 individuals in the DOJ target population in this region to integrated, independent housing opportunities. The individuals to be served reside in Health Planning Region II (HPR II), which includes the counties of Arlington, Fairfax, Loudoun and Prince William, and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park.

4.2. A definition of integrated, independent housing is available at https://drive.google.com/file/d/0B647pF63YdORd3lYeW9pLUd4R2c/edit.

4.3. The DOJ target population includes both individuals with adults with intellectual disabilities (ID) and individuals with developmental disabilities (DD) such as autism,

cerebral palsy, spina bifida and other disabling conditions. These individuals face many challenges to obtaining integrated, independent housing, even when they have access to subsidies that make housing affordable and to Medicaid waiver services that provide supports needed to live in housing.

4.4. Individuals may need upfront assistance with security deposits, rental application fees, utility deposits, moving vans, furniture, household equipment and supplies, environmental modifications, assistive technology, housing location assistance, temporary support staffing, and other transition-related goods and services. Not all individuals have access to Medicaid ID or DD Waiver transition services, and those who do are limited to certain allowable costs up to a one-time cap of $5,000.

4.5. The Flexible Funding Assistance Program is an initiative to provide financial assistance to procure goods and services for eligible individuals that will remove barriers to obtaining rental housing and facilitate their transition to integrated, independent housing. Flexible funding assistance at a maximum of $5,000 per person will afford upfront financial assistance to approximately one hundred (100) individuals so they can transition to integrated, independent housing.

5. FLEXIBLE FUNDING ASSISTANCE PROGRAM REQUIREMENTS:

5.1. Eligible Individuals: Individuals with intellectual and/or developmental disabilities who are eligible to receive Flexible Funding Assistance are members of the DOJ target population age eighteen (18) and over who are transitioning out of training centers, skilled nursing facilities, intermediate care facilities, congregate residential settings or family homes who have been approved to live in a qualified residence, who receive Medicaid ID or DD waiver services, or who are currently on the Medicaid ID or DD waiver waitlist.

5.2. Qualified Residences: Qualified residences are dwelling units that have at least a twelve (12) month lease or other form of occupancy agreement that the individual (or legal representative) signs, in which no more than three persons with disabilities reside, and in which the ability to reside in housing is not contingent upon receipt of services. This definition excludes settings such as group homes, sponsored residential placements, assisted living facilities, nursing facilities, intermediate care facilities, adult foster care homes, and board and care residences.

5.3. Eligible Expenditures: All expenditures under the Flexible Funding Assistance Program must be for the purpose of assisting the eligible individual to move into a qualified residence.

Expenditures categories are as follows:

a. Temporary Rental Assistance – Provides temporary rental assistance (no more than two month's rent) for an eligible individual to allow for environmental modifications to be made.

b. Transition Supports – Allows the purchase of services or essential goods to enable an eligible individual to transition into their own home. (e.g., security deposit, utility connection fees and deposits, moving expenses, reasonable and essential fixture and furniture purchases, etc.) These funds may only be accessed when eligible individuals and their support coordinators have documented efforts to access other resources (e.g., Medicaid Waiver, Dominion's assistance vouchers) and those resources are not available within the timeframe needed and/or accessible to an applicant.

c. Non-Reimbursable Environmental Modifications – Allows the Contractor to pay for equipment or modifications of remedial or medical benefit to the individual's primary home, primary vehicle, or worksite when the Americans with Disabilities Act (ADA) reasonable accommodations requirement cannot be met. These funds cannot be utilized if any other resources are available to cover said expenditures, and may be used in conjunction with other funds.

d. Non-Reimbursable Assistive Technology Improvements – Allows the Contractor to pay for specialized medical equipment, durable/non-durable medical equipment, adaptive devices, and appliances. These funds cannot be utilized if any other resources are available to cover said expenditures, and may be used in conjunction with other funds.

e. Temporary Support Staffing – Allows the Contractor to pay for short term, temporary staffing needed to assist eligible individuals with becoming acclimated to their new housing. This category shall not pay for staffing that is reimbursable via the Medicaid Waiver or Medicaid. These funds will likely assist eligible individuals on the ID or DD waiver waitlist with transitional services/staffing. All individuals supported under this funding category must have a service plan that identifies and justifies the types and amounts (frequency, duration) of paid and natural supports needed.

f. Miscellaneous – Allows the Contractor to pay for non-traditional costs that are typically short term or temporary in nature and may be related to lapses in coordination of benefits and other related occurrences. The CSB must obtain approval from DBHDS and must provide prior written authorization before this category may be used.

5.4. Ineligible Expenditures: Specialized supplies and equipment, monthly rental or mortgage expenses, food, medications, homemaker services, regular utility charges, diversional/recreational household items, services or items that are covered under other waiver services such as chore-homemaker, and environmental modifications and adaptations are ineligible expenditures.

6. TASKS TO BE PERFORMED BY THE CONTRACTOR:

Specific tasks to be performed by the Contractor are as follows:

6.1. Review referrals to the program from ID and DD Waiver Support Coordinators and social workers from training centers, nursing facilities and intermediate care facilities (ICFs). Process payments to vendors in accordance with the following:

a. Verify with CSB, DBHDS or the Department of Medical Assistance Services (DMAS) that the individual has been approved for ID/DD waiver funding or is on the ID/DD waiver waitlist.

b. Verify that the individual is moving to a qualified residence (e.g., a copy of an approval or welcome letter or draft lease from the landlord).

c. Verify the cost of the proposed expenditures through itemized quotes, bills, signed estimates, pre-approval letters, or other third-party written documentation.

d. Verify that the individual's flexible funding account payment history has been reviewed and shows the request is for a good or service that has NOT previously been provided, and the total of all prior payments plus the current request does NOT exceed the $5,000 maximum individual funding cap.

6.2. Document that requests for expenditures that could be covered by ID/DD environmental modifications, assistive technology or Waiver transition services or another funding source have been denied. For a list of allowable costs under ID/DD Medicaid Waiver transition services, see Attachment A.

6.3. Notify the CSB if there is an expenditure that would require the Contractor to make a payment to itself.

6.4. Make payment directly to the vendor of the approved property, goods or services. No direct payments will be made to individuals or families. Payment requests for highly time-sensitive expenditures such as security deposits and rental application fees must be made within twenty-four (24) hours of receiving a complete referral. Routine payment requests must be made within ten (10) business days of receiving a complete referral.

a. Obtain invoices or receipts from the referral source showing goods and services were paid in full.

b. Request an exit summary from the referral source within ten (10) business days of goods or services payments that indicates:

1. the date the individual took occupancy of the qualified residence
2. the type of housing assistance utilized
3. any other sources of match assistance (cash or in-kind) accessed to assist the transition to the new housing unit, in addition to Flexible Funding Assistance (including type of assistance and estimated value)

6.5. Establish a ledger account for each individual who receives assistance and track each payment for a good or service.

6.6. Maintain proper accounting, management and reconciliation of program funds.

6.7. Develop press releases and FAQ sheets about Flexible Funding Assistance for transitioning individuals to integrated, independent housing targeted at (1) ID/DD Waiver Support Coordinators, (2) Training Center, ICF and nursing facility social workers and Community Integration Managers and (3) individuals and families. These press releases and FAQs shall be made available to the following organizations in HPR II: CSBs, DD Waiver Support Coordination agencies, Centers for Independent Living, Disability Services Boards, residential support providers, nursing facilities, training centers, ICFs and disability advocacy organizations (e.g., local chapters of The Arc). Electronic copies of the press release and FAQ will be made available to be posted on http://www.vahss.org/home/northern-virginia.

5.1. Notify the CSB if funding for an individual will exceed $5,000. Submit written justification describing the proposed use of funds, how additional funding will support the individual's specific transition requirements, and remove barriers that prevent the eligible individual from moving into his/her own home, and what other sources of assistance have been pursued prior to this request.

7. MONITORING AND REPORTING:

7.1. The Contractor shall allow CSB the opportunity to monitor, review and audit all programmatic and financial records needed to determine how these funds were managed and expended. The monitoring or review will be scheduled in advance on a date that is mutually agreed upon, and CSB staff shall send confirmation in writing. A written report on the monitoring results shall be completed by CSB and provide to the Fiscal Agent within thirty (30) days of the review.

7.2. The Contractor shall provide a report on the prior quarter's expenditures and submit it to the CSB no later than fifteen (15) days after the end of each quarter by using the reporting format as provided by the CSB (Attachment B). This report will include:

a. A completed program expense report that includes the itemized program expenditures for the quarter, a cumulative total of all expenditures, remaining fund balance, and alternative funds accessed on behalf of the individual (e.g., sources and estimated value of match assistance).

b. A completed program status report that details the number of individuals who have transitioned each quarter in connection with the use of the flexible funds, to include his/her HPR II jurisdiction of residence and the types of housing assistance utilized.

7.3. The Contractor must retain all programmatic records (e.g., referrals, eligibility documentation, exit summaries) and financial records (e.g., disbursement requests, receipts, financial reports) for at least three (3) years after the final individual is served.

7.4. The Contractor must agree to hold private, confidential and secure all Protected Health Information (PHI) and records of individual contact, subject to Federal and State Laws and Regulations, including the Virginia Freedom of Information Act, the Fiscal Agent to include:

a. All findings, memoranda, correspondence, documents or records of any type that identify the individual, whether electronic, written or oral.
b. All PHI and medical records generated by the contractor(s) or CSB staff, on a need to know basis.
c. Requests for service under this solicitation.

8. TASKS TO BE PERFORMED BY THE CSB

The CSB will:

8.1. Approve and issue to the Contractor an initial up-front disbursement of $50,000 and subsequent disbursements when the balance remaining in the Contractor's program account is no more than $10,000. Fairfax County will NOT be liable for payment of any goods and services for which (1) a request for disbursement has not been approved, or (2) sufficient funds within the Contractor's flexible funding account are not available.

8.2. Provide funding request form and expenditure report templates to the Contractor (see Attachments B and C).

9. PROPOSAL INSTRUCTIONS:

Proposals shall include a Technical Section and a Cost Section.

9.1. The Technical Section of the proposal shall include a cover sheet, a discussion of qualifications and capacity, and a description of the approach to the components in the statement of work.

a. Proposal Cover Sheet: Include name of firm submitting the proposal; main office address; contact name with phone number and email address; website; if a corporation: date of organization, when and where incorporated; appropriate federal, state and county registration numbers.

b. Qualifications and Capacity: Describe qualifications and related experience in documenting eligibility for financial assistance, managing and disbursing funds. Indicate the minimum to maximum number of referrals per month and payment requests per month the firm can process. Include resumes for all personnel that

will contribute to the statement of work. Include 2-3 references for similar work completed for other entities.

c. Approach: Describe the approach to documenting eligibility for financial assistance, managing and disbursing funds as it relates to the target population and required services listed in Sections 5 and 6. Include a detailed outline for the business process.

d. The Cost Section of the proposal shall include the administrative fee inclusive of all services provided.

9.2. Send one copy of the proposal to the email address below. Proposals must be received at the email address no later than 2 p.m. Friday, December 18, 2015. Proposals received after the due date and time shall not be considered for contract award.

Submit to: Fairfax County Department of Administration for Human Services
Attention: Shelley Brent, CPPB, Contract Analyst
DAHSSolicitation@fairfaxcounty.gov

Questions prior to submitting a proposal may submitted no later than Monday, December 14, 2015, to Shelley Brent at shelley.brent@fairfaxcounty.gov or via phone at 703-324-2449.

10. Proposal Evaluation Criteria:

10.1. Proposals will be evaluated on the following criteria:

c. Qualifications and Capacity (40 points)
d. Approach for Addressing Each Component in the Scope of Work (40 points)
e. Reasonableness of Cost Proposal (20 points)

11. General Terms and Conditions:

11.1. The successful offeror will enter into a contract based on the Fairfax County standard contract terms (see Attachment D for standard contract form).

11.2. The successful offeror awarded a contract shall abide by all applicable provisions of the Fairfax County General Conditions and Instructions to Bidders. This document is available for review at http://www.fairfaxcounty.gov/dpsm/pdf/generalconditions.pdf.

MEDICAID ID/DD WAIVER ALLOWABLE COSTS UNDER TRANSITION SERVICES

Allowable costs for transition services under the ID and DD Medicaid Waivers include, but are not limited to, the following costs when included on an ID or DD Waiver person centered plan. ID/DD Medicaid Waiver transition services costs must be denied in order to access the Flexible Funding Assistance Program.

- Security deposits that are required to obtain a lease on a house, condo, apartment or other residence; home;
- Essential household furnishings and appliances required to occupy and use a community domicile, including furniture, window coverings, food preparation items, and bed/bath linens;
- Connection or set-up fees or deposits for utility or services access, including telephone, electricity, heating and water;
- Services necessary for the individual's health, safety and welfare such as pest eradication and one-time cleaning prior to occupancy;
- Moving expenses;
- Fees to obtain a copy of a birth certificate, identification card; or driver's license; and
- Activities to assess need, arrange for, and procure needed resources.

Non-allowable costs include, but are not limited to:

- Monthly rental or mortgage expenses;
- Food;
- Regular utility charges;
- Household items that are intended for purely diversional/recreational purposes; and
- Services or items that are covered under other waiver services such as chore-homemaker, environmental modifications and adaptations, or specialized supplies and equipment.

Housing and Supportive Services
Flexible Funding – Request Form Instructions

This form is to be completed and submitted to the Contractor in order to request flexible funding provided by the Department of Behavioral Health and Developmental Services in connection with the Housing and Supportive Services initiative. These funds shall be used to help individuals with an intellectual or developmental disability, who meet the target population criteria outlined in the Department of Justice Settlement Agreement, secure their own rental housing. The flexible funds must be used in accordance to the Housing and Supportive Services "100-Day Challenge" Flexible Funding Guidelines.

Requests must include documentation for all program expenditures. Supporting documentation must be submitted either with this funding request form, within 30 days of the date the individual signs a lease agreement or no later than sixty (60) days after the date of this funding request.

Supporting documentation for each funding category may include, but not be limited to, the items listed below.

1. **Temporary Rental Assistance** – Copy of an executed lease between the eligible individual and the landlord or property manager, a copy of an invoice for the environmental modification work showing paid it is paid in full and a letter from the Support Coordinator documenting the unique circumstances in which the temporary rental assistance is needed.

2. **Transition Supports** –
   - **a.** security deposit- a copy of an executed lease between the eligible individual and the landlord or property manager documenting the security deposit amount request/expended;
   - **b.** utility connection fees and deposits- a copy of bill from utility company that reflects the connection fee amount and deposit required;
   - **c.** moving expenses- invoice from moving company showing that all expenses are paid in full; and
   - **d.** reasonable and essential fixture and furniture purchases- a copy of a store receipt that includes items purchased for individuals home.

3. **Non-Reimbursable Environmental Modifications** – a copy of an invoice from environmental modification contractor that all documenting expenses are paid in full and/or a copy of a store receipt that includes equipment purchased for individuals home or vehicle and/or a bill from the owner/landlord of the property.

4. **Non-Reimbursable Assistive Technology Improvements** – a copy of an invoice from assistive technology contractor documenting that all expenses are paid in full or a copy of a store receipt that includes equipment purchased and installed in individuals home.

5. **Temporary Support Staffing** – a copy of an invoice from support services provider showing that all expenses are paid in full.

*****You must submit a separate form for each individual *****

Housing and Supportive Services Flexible Funding – Request Form

Case Manager/Support Coordinator's Contact Information

Name: _____

Title: _____

Organization: _____

Phone Number: _____

Email Address: _____

_____ _____

Signature **Date**

Eligible Individual's Information

1. Eligible individual's full name: _____
2. Date of birth: Month: _____Date: _____ Year: _____
3. Does the person have an ID or DD diagnosis? ____ Yes ____No
4. Please check any of the following that apply to the person listed above:

   ___ ID Waiver ___ ID Waiver waitlist

   ___ DD Waiver ___ DD Waiver waitlist

   ___ Other*

   *Please Explain:_____

5. Current living setting: (e.g. training center, Community Intermediate Care Facility, Congregate Residential, Family home, etc.): _____

   _____

6. Eligible individual's prospective address (Street Address, City, State & Zip):

   _____

   _____

   _____

7. What other resources have you attempted to secure for the individual (e.g., VHDA housing choice voucher, local PHA voucher, MFP, Dominion utility assistance vouchers, Medicaid Waiver, etc.)?

   _____

   _____

   _____

8. What other resources have you secured for the individual (e.g., VHDA housing choice voucher, local PHA voucher, MFP, Dominion utility assistance vouchers, Medicaid Waiver, etc.)?

   _____

   _____

9. Lease Date or anticipated lease date:_____

10. Please provide a brief description of how you plan to use the requested HSS flexible funding.

    _____

    _____

    _____

    _____

    _____

Please check all funding categories that apply and include the amount(s) requested.

Requested Funding Category	**Amount Requested**
☐ Temporary Rental Assistance	
☐ Transition Supports	
☐ Non-Reimbursable Environmental Modifications	
☐ Non -Reimbursable Assistive Technology Improvements	
☐ Temporary Support Staffing *(Please provide a detailed description of how funds will be used)*	
☐ Miscellaneous *(Please provide a detailed description of how funds will be used)*	
TOTAL REQUEST	

Please submit completed forms to:

AGENCY OFFICE USE ONLY: FUNDING ELIGIBILITY DETERMINATION
☐ APPROVE ☐ NOT APPROVED

Housing and Supportive Services – Flexible Funding Report (Sample)
Quarterly Status Report

Department of Behavioral and Development Services funding for Health Planning Region II

Agency Name_____
Reporting Period_____
Number of Individuals _____

	Eligible Individual's Name	Address	Unit #	Type of Funding	Funding Description	Type of permanent rental assistance individual	Lease Date	Prior Residence Type	Waiver Type (ID, DD, ID Waitlist or DD waitlist)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

Attachment D

General Terms and Conditions

THE PARTIES TO THIS CONTRACT, Fairfax County ("Fairfax County" or "the County") AND ("CONTRACTOR"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the CONTRACTOR to provide the following goods and/or services:

   1.1.

2. PERIOD OF CONTRACT:

   2.1. The period of this contract shall be from contract start date, or date of award, whichever is later, through contract end date. This contract may be renewed for two one-year periods, as mutually agreed upon. The contractor agrees that prices shall remain firm for one year. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices.

3. COMPENSATION:

   3.1. Fairfax County agrees to pay the contractor at the rate of or for a total sum of for services provided. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the contractor.

4. AUTHORITY:

   4.1. The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every contract and purchase order (except for capital construction projects) issued by Fairfax County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned contract administrators. Specifically delegated employees are authorized to order supplies or services, and obligate the government of Fairfax County 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 shall not be binding on the County.

   4.2. 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 contract 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 will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. DEFINITIONS:

   5.1. All terms used in this agreement are defined in the Fairfax County Purchasing Resolution, Article 1, Section 6 and shall be used in accordance with such definitions.

6. INTERPRETATION OF CONTRACT:

   6.1. Any questions pertaining to this contract shall be directed to:

General Terms and Conditions

Contract administrator name, Contract Specialist
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-direct dial extension
E-mail: firstname.lastname@fairfaxcounty.gov

7. METHOD OF ORDERING:

7.1. As requirements arise, authorized individuals will place orders for specific quantities of items covered herein. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. 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.

7.2. The County may use two (2) different methods of placing orders from the contract: Purchase Orders (PO) and approved County procurement cards.

7.3. A Purchase Order 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 a part of the resulting contract.

7.4. Credit 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 under contract with JP Morgan Chase/Master Card.

8. CANCELLATION OF ORDERS:

8.1. Purchases made under this contract are for readily available services and supplies; time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract. 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.

9. NEW GOODS, FRESH STOCK:

9.1. All contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

10. INSPECTION AND ACCEPTANCE:

10.1. For determining acceptance of supplies or services for the purpose of eligibility for a prompt payment discount, inspection and acceptance shall be accomplished only after examination (including testing) to determine conformance with the contract requirements. Inspection, as appropriate, shall be accomplished within a reasonable time.

10.2. Inspection and acceptance of materials or supplies will be made after delivery at specified destinations unless otherwise stated. The County will bear the expense of inspection except for the value of samples used in case of rejection. Inspection and acceptance or rejection of the materials or supplies will be made in a reasonable time, 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.

General Terms and Conditions

11. PACKING LIST/DELIVERY TICKETS:

11.1. A packing list or delivery ticket must be furnished with each shipment indicating the Purchase Order number, vendor name, item description, quantity ordered, and quantity shipped.

12. INVOICING PROCEDURE:

12.1. The contractor shall submit an invoice for each Purchase Order and submit to the BILL TO address shown on the order. The invoice shall contain the applicable Purchase Order number and the name of the department receiving the services.

13. PAYMENT:

13.1. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and thirty (30) days after upon receipt of a properly completed invoice, subject to contract requirements. Fairfax County reserves the right to withhold any or all payments or portions due to contractor's failure to perform in accordance with the provision of the contract, including failure of goods delivered to satisfactorily pass inspection or acceptance testing.

13.2. Unless otherwise stated in the contract, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent of the value of the entire order may be retained until completion of contract.

14. SHIPPING:

14.1. All materials shipped to the County must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. Fairfax County shall not pay transportation charges unless the contractor received prior approval from the Purchasing Agent.

15. AUDIT RECORDS:

15.1. The contractor shall maintain adequate copies of books, records, vouchers, and records of treatment in such a manner that they may be audited in progress and upon three years following completion of the contract. The contractor, from the effective date of final payment or termination hereunder, shall preserve and make such records available to Fairfax County for a period of three (3) years thereafter.

16. TAX EXEMPTION:

16.1. Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. The Federal Excise Tax Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling (703) 324-3206.

17. CONTRACT INSURANCE PROVISIONS:

17.1. The contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

General Terms and Conditions

17.2. The contractor shall, during the continuance of all work under the contract provide the following:

a. Maintain statutory Workers' 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, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

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, its officers and employees 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 the contracted work.

   The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. Contractor agrees to maintain Contractors Liability insurance in the amount of $1,000,000.00 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.

e. Liability Insurance "Claims Made" basis:

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

   1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or

   2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

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. 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.

h. 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.

i. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

j. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.

k. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.

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

17.4. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.

17.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

17.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.

17.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

17.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

17.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

18. INDEMNIFICATION:

18.1. The 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 there from, 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 there from 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. The 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.

19. CONTRACT ALTERATIONS:

19.1. No alterations in the terms of the 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. 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.

19.2. 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.

19.3. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

20. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:

20.1. 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.

21. TERMINATION FOR CONVENIENCE:

21.1. The contract will remain in force for the full period specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and 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.

21.2. The 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 of a Notice of Termination to the contractor at least five working days prior to the termination date 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.

22. TERMINATION OF CONTRACT FOR CAUSE:

22.1. If, through any cause, the contractor fails 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.

22.2. 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.

23. GUARANTIES & WARRANTIES:

23.1. 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 in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

24. GENERAL GUARANTY:

24.1. 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.

25. SERVICE CONTRACT GUARANTY:

25.1. Contractor agrees to:

a. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided that the County may reduce the said services at any time.

b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction. 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.

26. OFFICIALS NOT TO BENEFIT:

26.1. Upon acceptance of this contract, the contractor certifies 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 in accordance with the Fairfax County Purchasing Resolution Article 2, Section 4.A.3.

27. LICENSE REQUIREMENT:

27.1. All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7.2, of The Code of the Fairfax County, 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.

28. REGISTERING OF CORPORATIONS:

28.1. In accordance with Virginia Code Section 13.1-758, any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, as amended, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.

29. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

29.1. 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 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.

General Terms and Conditions

30. COVENANT AGAINST CONTINGENT FEES:

30.1. 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.

31. VENDOR RELATIONS DIVISION:

31.1. In connection with the performance of this contract, the contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation. PLEASE COMPLETE THE ATTACHED BUSINESS CLASSIFICATION SCHEDULE.

31.2. 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.

32. INELIGIBILITY:

32.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent, in accordance with Article 4, Section 1 of the Fairfax County Purchasing Resolution.

33. ORDER OF PRECEDENCE:

33.1. In the event of conflict, the provisions of this contract shall take precedence over the any other contract document.

34. DELAYS AND SUSPENSIONS:

34.1. 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.

34.2. 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.

34.3. 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.

35. CONTRACTUAL DISPUTES:

35.1. 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 thereof to the contractor within ninety (90) days, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

36. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:

36.1. The contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

37. HIPAA COMPLIANCE:

37.1. Fairfax County Government has designated certain health care components as covered by the federal Health Insurance Portability and Accountability Act of 1996. The contractor may be designated by the Purchasing Agent as a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. If so designated, the contractor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The contractor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information. Further information regarding HIPAA compliance is available on the County's website at http://www.fairfaxcounty.gov/HIPAA.

38. NON-DISCRIMINATION:

38.1. During the performance of this contract, 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, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.

39. DRUG FREE WORKPLACE:

39.1. During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended.

40. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

General Terms and Conditions

40.1. Fairfax County Government is fully committed to the federal 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. Acceptance of this contract by the contractor acknowledges the contractor's commitment and compliance with ADA.

41. VENUE:

41.1. 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 state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

42. IMMIGRATION REFORM AND CONTROL ACT:

42.1. 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.

43. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

43.1 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.

SCC Identification Number:_____

ACCEPTED BY:

_____ _____

CONTRACTOR Date

_____ _____

Cathy A. Muse, CPPO Date
Director/County Purchasing Agent

General Terms and Conditions

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

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

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	___ B	___ Y	**Regardless of Ownership**
2.	___ C	___ A	**Women-Owned**
3.	___ X	___ V	**Minority-Owned**

NAME OF FIRM: _____

Certification of Financial Solvency for Non-Profit Organizations

In compliance with Fairfax County contracting protocols, the following certification is required by all offerors submitting a proposal, and all individuals and organizations awarded a contract:

1. The Board Chair certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The Board Chair will notify the county representative in writing of substantial solvency issues such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of grant funds for non-grant purposes.

2. The Executive Director certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The Executive Director will notify the county representative in writing within 10 days of substantial solvency issues as outlined in #1 above.

3. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor rendered an erroneous certification, or if at any time during the course of the contract there are indications that the financial solvency of the contractor affects its ability to complete the terms of the contract, in addition to other remedies available to Fairfax County, the county may terminate the contract for default.

Printed Name of Board Chair: _____

Signature/Date: _____/_____

Printed Name of Executive Director: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN: _____