



# County of Fairfax, Virginia

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

TO: All Interested Parties

DATE: March 13, 2015

SUBJECT: Informal Solicitation for Training Sessions to Prepare for the Transition to the *International Statistical Classification of Diseases and Related Health Problems- 10<sup>th</sup> Revision (ICD-10) Diagnostic Coding*

Fairfax County is accepting proposals from qualified individuals or firms, with appropriate experience, to provide training sessions to prepare staff for the transition from the *Diagnostic and Statistical Manual of Mental Disorders (DSM)* coding series to the ICD-10 coding series. The training will be provided to the Health Planning Region II agencies that provide mental health, substance abuse, and intellectual and developmental disability services and will include information on ICD-10 coding, documentation and diagnostic criteria as well as transition readiness.

If you are interested in providing these services, please email a proposal as outlined in the attached Informal Request for Proposal, no later than **March 27, 2015** to:

[DAHSSolicitations@fairfaxcounty.gov](mailto:DAHSSolicitations@fairfaxcounty.gov)

Fairfax County Department of Administration for Human Services  
Attention: Christina Manning  
DAHS Contracts and Procurement Management  
12011 Government Center Parkway, Suite 738  
Fairfax, Virginia, 22035

If you have questions or comments prior to submitting a proposal, please direct them to Christina Manning at [christina.manning@fairfaxcounty.gov](mailto:christina.manning@fairfaxcounty.gov) no later than March 20, 2015.

Sincerely,

Lee Ann Pender, Division Director  
Contracts and Procurement Management



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](http://www.fairfaxcounty.gov/admin)

1. **SCOPE:**

1.1. The purpose of this Informal Request for Proposal (RFP) is to establish a contract with a qualified individual or firm to provide training sessions to prepare staff for the transition to the International *Statistical Classification of Diseases and Related Health Problems, 10th Revision* (ICD-10) diagnostic coding series.

2. **CONTRACT PERIOD AND RENEWAL:**

2.1. The contract period is from the date of award to December 31, 2015 with an optional one-year renewal. A contract award that results from an informal solicitation of this type may not exceed \$100,000.00 for the total contract period.

3. **BACKGROUND:**

3.1. The Centers for Medicare and Medicaid Services (CMS) and the Health Insurance Portability and Accountability Act (HIPAA) have mandated the healthcare industry transition to ICD-10 Diagnostic Codes effective October 1, 2015. This change has a significant impact on health and human service providers who have primarily used the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) coding series to date. All of the public behavioral health service providers in HPR II currently use the DSM coding series. The DSM coding series has aligned with previous revisions of the ICD in the past and there has been little need to understand the ICD code sets previously. The mandated transition to ICD-10 by October 1, 2015 requires that staff be trained in ICD-10 by spring 2015 and that agencies plan to ensure readiness for the transition from DSM to ICD-10.

3.2. The Fairfax-Falls Church Community Services Board is one of forty public behavioral health service providers in the Commonwealth of Virginia and provides mental health, substance abuse and intellectual and developmental disability services to the residents of Fairfax County and the cities of Fairfax and Falls Church. State law requires every local jurisdiction to have a Community Services Board (CSB). CSBs statewide are organized into Health Planning Regions. The Fairfax-Falls Church CSB is part of Health Planning Region II (HPR II) and serves as the fiscal agent for HPR II.

4. **TASKS TO BE PERFORMED:**

4.1. Conduct multiple training sessions for up to 1400 mental health, substance abuse and disability services clinical personnel on how to use the ICD-10 coding series and how to transition from the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) coding series to the ICD-10 coding series in clinical settings. It is anticipated that the maximum training facility capacity will be 350 students per session. Each session shall be no longer than one-day in length and include the following:

- Introduction to ICD-10 coding
- The relationship between DSM and ICD-10, including a crosswalk
- Clinical Coding and Documentation Standards

- Specific information on codes utilized in integrated care settings (mental health, substance abuse, intellectual and developmental disabilities, physical health) and other mandated codes
- Clinical Diagnostic Guidelines for ICD
- Top diagnoses and what changes with the ICD-10 transition
- Reference Materials

4.2. Conduct at least one Organizational Readiness training session for operations staff throughout HPR II. The operations staff is in charge of managing the transition from DSM to ICD-10 in their respective CSB organizations and the Organizational Readiness training session will assist the CSBs in the components of appropriate transition planning (policy and procedure updates, payer and contract reviews, and electronic health record assessments).

4.3. Provide an electronic copy of all training materials and handouts used in the training sessions to the HPR II Coordinator. Communicate all training facility needs to the HPR II Coordinator including audio/visual needs.

4.4. Conduct training evaluations and provide copies of all evaluation results to the HPR II Coordinator.

4.5. Arrange for all associated travel and accommodation needs.

5. **FAIRFAX COUNTY RESPONSIBILITIES:**

5.1. Assign a coordinator (HPR II Coordinator) as a central contact for the contractor. The HPR II Coordinator will do the following tasks:

- a. Reserve and manage the sites for the training sessions.
- b. Review the audio/visual needs provided by the vendor for applicable use at the training sites and notify the vendor of audio/visual capability at each site.
- c. Manage all registration activity for each training session.
- d. Provide adequate copies of the training materials supplied by the vendor for the training attendees and ensure the materials are at the training site.

6. **TECHNICAL PROPOSAL INSTRUCTIONS:**

6.1. The offeror must submit a proposal with the following information:

- a. **Proposal Cover Sheet:** Include name of firm submitting proposal; main office address; contact name with phone number and email address; website; date of organization; if a corporation, when and where incorporated; appropriate Federal, State and County registration numbers.
- b. **Qualifications and Capacity:** Describe qualifications and related experience in training clinicians for the ICD-10 mandated transition and training ICD-10 organizational readiness to agencies similar to a CSB. Please identify the trainers that will be assigned to this contract and provide resumes for each. Please also include relevant references and/or post training survey results from previous customers. At least two references are preferred.

- c. **Approach:** Describe the approach to complete tasks numbered 4.1 and 4.2 in Section 4. Include a detailed course outline and indicate training material relevance to CSB core services (mental health, substance abuse, intellectual and developmental disability services). Inclusion of crosswalk materials is preferred to guide clinicians from the current DSM coding system to the ICD-10 coding system.

**7. COST PROPOSAL INSTRUCTIONS:**

- 7.1. The last page should state the offeror's fee for completing each task in Section 4. Please include a cost per task.
- 7.2. The cost proposal should include travel costs. Travel costs may include, as necessary, the following: 1) air travel arranged by the contractor that is the lowest available coach rate; 2) taxi/shuttle services to and from the airport and between the lodging and the training locations; 3) accommodations up to the current federal lodging per diem rate for domestic travel to Fairfax, Virginia; and 4) meals and incidental expenses (M&IE) incurred up to the federal M&IE rate for domestic travel to Fairfax, Virginia. Current federal per diem and M&IE rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

**8. PROPOSAL EVALUATION CRITERIA:**

- 8.1. Qualifications and capacity are demonstrated.
- 8.2. Approach is demonstrated.
- 8.3. Cost proposal is complete and reasonable.

**9. SUBMISSION OF PROPOSAL:**

- 9.1. Email submission to:  
DAHSSolicitations@fairfaxcounty.gov  
Fairfax County Department of Administration for Human Services  
Attention: Christina Manning, Contract Analyst  
Telephone: 703-324-8120
- 9.2. Proposals must be received at the above email address by 2 p.m. EST on March 27, 2015. Proposals received after the due date and time shall not be considered for contract award.

**10. GENERAL TERMS AND CONDITIONS:**

- 10.1. The successful offeror will enter into a contract based on the Fairfax County standard contract terms (See Attachment A).
- 10.2. The offeror awarded a contract will be expected to 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>.

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 training sessions related to the *International Statistical Classification of Diseases and Related Health Problems, 10<sup>th</sup> Revision* (ICD-10) implementation. The training sessions and materials are designed by the contractor for the staff and organizations that comprise Health Planning Region II (Community Services Boards that serve Fairfax County, Arlington County, Loudoun County, Prince William County and the cities of Alexandria, Fairfax and Falls Church). The training tasks include the following:
  - 1.1. Provide Clinical training sessions for up to 1400 clinicians on how to use ICD-10 coding and the transition from the Diagnostic and Statistical Manual of Mental Disorders (DSM) coding series to the ICD-10 coding series.
  - 1.2. Provide at least one Organizational Readiness training session for the Community Services Boards' operations staff to prepare for appropriate transition planning from DSM to ICD-10.
  - 1.3. Provide an electronic copy of all training materials and handouts used in the training sessions to the HPR II Coordinator. Communicate all training facility needs to Health Planning Region II (HPR II) including audio/visual needs.
  - 1.4. Conduct training evaluations and provide copies of all evaluation results to HPR II within 5 business days..
  - 1.5. Arrange for all associated travel and accommodation needs to and from training facilities.
2. HPR II will provide the following:
  - 2.1. HPR II will assign a coordinator (HPR II Coordinator) as the central contact for the contractor.
  - 2.2. The HPR II Coordinator will reserve and provide the sites for all training sessions and will review the audio/visual needs provided by the contractor for applicable use at the training sites. HPR II will notify contractor of audio/visual capability at each site.
  - 2.3. The HPR II Coordinator will manage all registration activity for each training session.
  - 2.4. HPR II will provide adequate copies of the training materials supplied by the contractor for the training attendees and will ensure the materials are at the training site.
  - 2.5. HPR II will reimburse the Contractor for the following travel costs, as necessary:
    - a. Air travel arranged by the Contractor at the lowest available coach rate.
    - b. Taxi/shuttle services arranged by the Contractor to and from the airport and between lodging and the training sites.
    - c. Accommodations arranged by the Contractor up to the current federal lodging per diem rate for domestic travel to Fairfax, Virginia ( [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem) ).
    - d. Meals and incidental expenses (M&IE) incurred by the Contractor up to the current federal M&IE per diem rate for domestic travel to Fairfax Virginia ( [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem) ).
3. PERIOD OF CONTRACT:
  - 3.1. The period of this contract shall be from contract start date, or date of award, whichever is later, through December 31, 2015 with one optional twelve month renewal, as mutually agreed upon. The contractor agrees that prices shall remain firm for the contract term. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices.

4. COMPENSATION:

- 4.1. Fairfax County agrees to pay the contractor a total sum 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.

5. AUTHORITY:

- 5.1. 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.
- 5.2. 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.

6. DEFINITIONS:

- 6.1. 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.

7. INTERPRETATION OF CONTRACT:

- 7.1. Any questions pertaining to this contract shall be directed to:

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

8. METHOD OF ORDERING:

- 8.1. 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.
- 8.2. The County may use two (2) different methods of placing orders from the contract: Purchase Orders (PO) and approved County procurement cards.
- 8.3. 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.

- 8.4. 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.

9. CANCELLATION OF ORDERS:

- 9.1. 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.

10. NEW GOODS, FRESH STOCK:

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

11. INSPECTION AND ACCEPTANCE:

- 11.1. 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.
- 11.2. 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.

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.

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.

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](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.

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:

- 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  
Director/County Purchasing Agent

\_\_\_\_\_  
Date

**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.	<input type="checkbox"/> B	<input type="checkbox"/> Y	Regardless of Ownership
2.	<input type="checkbox"/> C	<input type="checkbox"/> A	Women-Owned
3.	<input type="checkbox"/> X	<input type="checkbox"/> V	Minority-Owned

NAME OF FIRM: \_\_\_\_\_