



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

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

ISSUE DATE: October 4, 2024	REQUEST FOR PROPOSAL NUMBER: 2000004044	TITLE: Adolescent Detox & Crisis Residential
DEPARTMENT: Fairfax-Falls Church CSB Northern Virginia Regional Projects Office	DUE DATE/TIME: November 15, 2024, 2:00 p.m. Eastern Time	CONTRACT SPECIALIST: Flor Morrobel Flor.Morrobel@fairfaxcounty.gov

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

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

eVA Registration Number:

Federal Employer Identification No or

Federal Social Security No.(Sole
Proprietor)

Prompt Payment Discount: ___% for payment within
___days/net___days

State Corporation Commission (SCC)
Identification No.

By signing this proposal, Offeror acknowledges that they have read this Request for Proposal, certifies, understands, and agrees to be bound by its terms and conditions.

Vendor Legally Authorized Signature

Date

Print Name

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent by way of upload to Fairfax County's procurement portal at <https://fairfaxcounty.bonfirehub.com> until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev 7/2018



IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals.

To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Registration in Bonfire is **Mandatory** to download solicitation documents and submit a solicitation response. Solicitation Responses submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) **will not be accepted**.

Reference Special Provisions titled "Electronic Submission of Proposal" for additional information.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

Special Provisions

1. SCOPE OF SERVICES:

- 1.1. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the provision of American Society of Addiction Medicine (ASAM) Adolescent Detox and Crisis Residential Services in community-based sites for adolescents, aged 13-17 (or younger on a case by-case basis), who need substance detoxification and/or crisis stabilization services.
- 1.2. Four levels of service are being sought through this solicitation and are defined below. It is required that Medically Managed High-Intensity Inpatient Services for adolescents (ASAM 3.7), Clinically Managed Medium-Intensity Residential Services for adolescents (ASAM 3.5) and Residential Crisis Stabilization Services (RCSU) are included in the initial phase of the program; 23-Hour Crisis Stabilization Services may be added at a later time, as funding and space allows, in coordination with Region 2.
 - a. **Medically Managed High-Intensity Inpatient Services for adolescents (ASAM 3.7):** Medically Managed High Intensity Inpatient Programs for adolescents. This level of care is designed for patients with biomedical, emotional, behavioral and/or cognitive conditions that require highly structured 24-hour services including direct evaluation, observation, and medically managed addiction treatment for acute withdrawal management. Medically managed treatment is provided through a combination of direct patient contact, record review, team meetings and quality assurance programming. Level 3.7 is appropriate for adolescents with co-occurring psychiatric disorders or symptoms that hinder their ability to successfully engage in Substance Use Disorder (SUD) treatment in other settings. Services in this program are meant to orient or re-orient patients to daily life structures outside of substance use. Will initiate Medications for Opioid Use Disorder (MOUD), as clinically indicated and medically necessary.
 - b. **Clinically Managed Medium-Intensity Residential Services for adolescents (ASAM 3.5):** Required services are the same as those outlined in 2.a. above, but without acute withdrawal management.
 - c. **Residential Crisis Stabilization Services (RCSU):** RCSUs provide short-term, 24/7, residential psychiatric and substance related assessment and brief intervention services. The service supports the following individuals: individuals experiencing changes in behavior noted by impairment or decompensation in functioning that may result in the need of a higher level of care; and/or individuals stepping down from a higher level of care that need continued monitoring, stabilization, and mobilization of resources; and/or Individuals who need a safe environment for assessment, stabilization, and prevention of further escalation or decompensation.
 - d. **23-Hour Crisis Stabilization Services:** 23-Hour Crisis Stabilization provides ongoing assessment, crisis intervention and clinical determination for level of care to individuals experiencing a behavioral health crisis. Services are provided for a period of up to 23 hours in a community and center-based crisis stabilization setting including outpatient hospital settings that have an Outpatient Crisis Stabilization license. This service must be accessible 24/7 and is indicated for those situations wherein an individual is experiencing a behavioral health crisis and requires a safe environment for observation and assessment prior to determination of the next level of care. Although not required, 23-Hour Crisis Stabilization services typically co-locate with RCSUs as part of a continuum of crisis care.
 - e. ASAM [ASAM Criteria and Levels of Care in Addiction Treatment \(americanaddictioncenters.org\)](https://americanaddictioncenters.org/criteria-and-levels-of-care) and
 - f. Department of Medical Assistance Services (DMAS) https://vamedicaid.dmas.virginia.gov/sites/default/files/2023-09/MHS%20-%20Appendix%20G%20%28updated%208.21.23%29_Final.pdf
- 1.3. The resulting contract will be available for use by the Fairfax-Falls Church Community Services Board (CSB) and DBHDS Region 2 (R2). R2 includes the Fairfax-Falls Church CSB as well as the CSBs for Arlington County, Loudoun County, Prince William County, and the City of Alexandria.
- 1.4. It is anticipated that capacity along the entire continuum of services identified in section 1.2. above will increase during the contract term. The requirements will be coordinated with the successful offeror as the needs arise and funding allows.
- 1.5. The County seeks expertise and capacity to serve individuals aged 13-17 (or younger on a case-by-case basis) across the continuum of residential services identified in section 1.2. above.
- 1.6. Qualified offerors will have at least five (5) years of experience providing integrated substance use and behavioral health services for children, adolescents and/or adults, experience as a collaborative partner in a system of care, experience with crisis intervention and the ability to maximize multiple funding sources to reduce the overall cost to Fairfax County and R2 (e.g. fundraising, client resources, such as Medicaid and commercial insurance).

Special Provisions

2. ADDITIONAL INFORMATION:

- 2.1. A 16-bed County owned or leased property is available for use by the Contractor under this contract; therefore, the Contractor will be required to sign a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this Contract. The facility is 10,522 Square Feet, and the floor plan is attached (Attachment G). Facility tours may be arranged prior to submission of proposal, if requested. Reach out to Flor Morrobel (flor.morrobel@fairfaxcounty.gov) if you are interested in scheduling a tour of the facility.
- 2.2. The County uses Virginia's online electronic procurement system (eVA), to publicly announce contract awards, which requires Contractor registration. In anticipation of receiving an award, vendors should register by clicking the Register Now link on the eVA website homepage (www.eVA.virginia.gov).

3. PRE-PROPOSAL CONFERENCE:

- 3.1. An optional pre-proposal conference will be held on October 18, 2024, at 11:00 A.M. Eastern Time via Microsoft Teams web conferencing. Participants are required to register prior to the pre-proposal web conference. Use the following registration URL <https://events.gcc.teams.microsoft.com/event/7ea0404c-0d47-4957-9498-f66af902fb13@a26156cb-5d6f-4172-9d7d-934eb0a7b275> to register and receive the password to enter the meeting. Participants will be asked to wait in the waiting room until the host allows the participants to join the meeting.
- 3.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to Flor.Morrobel@fairfaxcounty.gov.
- 3.3. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
- 3.4. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at 703-324-3201 or TTY 711. Allow seven working days in advance of the event to make the necessary arrangements.

4. CONTRACT PERIOD AND RENEWAL:

- 4.1. This contract will be for five (5) years with the option for one (1) five (5) year renewal available or "as negotiated.
- 4.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM). The County reserves the right to renew the contract for one additional five (5) year period, or any combination thereof, if agreeable to all parties.
- 4.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. BACKGROUND:

- 5.1. In line with national trends, there has been a troubling increase in adolescent overdoses and use of opioids in Region 2 in the last several years. This is impacting a wide range of community stakeholders, including families, schools, hospitals, law enforcement, fire and rescue departments, the juvenile justice system, nonprofits/community partners, and much more. This highly concerning trend is exacerbated by a lack of appropriate adolescent treatment options in the Northern Virginia region and very few options in the greater DC Metro region. To address this pressing community wide issue, the Region 2 CSBs are partnering to advance this RFP to establish regional substance use detoxification, substance use residential treatment, and residential crisis stabilization services for adolescents in Northern Virginia. Region 2 has a total population of approximately 2.5 million.

Special Provisions

- 5.2. Community Services Boards (CSB) are the local behavioral health and developmental services agencies that serve as the point of entry into publicly funded safety-net services for individuals experiencing behavioral health, developmental disability and/or substance use-related treatment needs. In Virginia, the Department of Behavioral Health, and Developmental Services (DBHDS) oversees CSBs and has established a regional management approach for coordinating many services where economies of scale and effort could assist in the diversion of individuals from admission to state facilities.
- 5.3. Core services provided by CSBs as, defined in the DBHDS Core Service Taxonomy are found here: <https://dbhds.virginia.gov/assets/doc/BH/oss/2010coreservicestaxonomy72v2.pdf>
- 5.4. In accordance with Code of Virginia Section 37.2-500, the core services provided by CSBs within the cities and counties that they serve (Section 1.2) shall include:
 - a. Emergency Services;
 - b. Same-day mental health screening services;
 - c. Outpatient primary care screening and monitoring services for physical health indicators and health risks and follow-up services for individuals identified as needing assistance with overcoming barriers to accessing primary health services, including developing linkages to primary health care providers;
 - d. Crisis Services such as a regional crisis call center and mobile crisis response, and
 - e. Case management services subject to the availability of appropriated funds.
- 5.5. The core of CSB services may include a comprehensive system of inpatient, outpatient, day support, residential, prevention, early intervention, and other appropriate mental health, developmental, and substance abuse services necessary to provide individualized services and supports to individuals with behavioral health or developmental service needs.
- 5.6. To provide comprehensive behavioral health, developmental, and substance use services within a continuum of care, the CSB shall function as the single point of entry into publicly funded behavioral health, developmental, and substance use services.
- 5.7. The core of CSB services may include a comprehensive system of inpatient, outpatient, day support, residential, prevention, early intervention, and other appropriate mental health, developmental, and substance abuse services necessary to provide individualized services and supports to individuals with behavioral health or developmental service needs.
- 5.8. To provide comprehensive behavioral health, developmental, and substance use services within a continuum of care, the CSB shall function as the single point of entry into publicly funded behavioral health, developmental, and substance use services.
- 5.9. DBHDS Region 2 programs and projects are managed by the Northern Virginia Regional projects office (NVRPO), under the authority of the Regional Management Group (RMG) which includes the Executive Directors of the five Northern Virginia CSBs and the Facility Director of the Northern Virginia Mental Health Institute, the local State hospital, with the assistance of the Fairfax-Falls Church CSB and Fairfax County which serves as the fiscal agent for NVRPO.
- 5.10. The Fairfax-Falls Church CSB's web page can be found, <http://www.fairfaxcounty.gov/csb/>, and the NVRPO web page found at: <https://www.fairfaxcounty.gov/community-services-board/region>. NVRPO shall appoint an NVRPO Contract Manager (Contract Manager) who will be the point of contact for all contractual items.

6. STATEMENT OF NEEDS:

- 6.1. Offerors should submit a technical proposal demonstrating their ability to provide the services listed in Attachment A, the Technical Response Form.

7. TECHNICAL PROPOSAL INSTRUCTIONS:

- 7.1. The Offeror must submit their response to the Technical Proposal as instructed in Bonfire containing the following information. This information will be considered the minimum content of the proposal.
 - a. Complete and sign the Fairfax County Cover Sheet (DPMM32)
 - b. Attachment A: Technical Proposal Response Form
 - c. Attachment B: Forms
 - d. Attachment C: Budget Forms
 - e. All issued Addenda
 - f. Supporting Documentation (if applicable)

Special Provisions**8. COST PROPOSAL INSTRUCTIONS:**

- 8.1. Offeror must submit their cost proposal response as instructed in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The County is asking that Offerors submit two budgets; a Year One Budget, which should include all expenses that will be incurred to initiate the program (such as IT equipment, vehicles, furniture and other one-time expenses) and a Year Two (and beyond) Ongoing Budget, which would not include these initial one-time expenses. The submitted budgets should include a total cost of the operations of the program, with anticipated third-party payor revenue (Medicaid or commercial insurance revenue) backed out. Using Medicaid penetration rates, along with a reduced utilization rate (the Region's current CSUs maintain a utilization around 75%) may be one way to estimate anticipated Medicaid revenue. It is also understood that the credentialing and empaneling process with the Medicaid MCOs may take several months to complete; this may be accounted for in the Year One Budget. (see Attachment C, Budget Forms for Year 1, and Year 2).

The cost of each task or segment of the task shall be itemized.

- a. Offerors may provide a price breakdown for each service separately as well as totals for services provided together if price differs.
- b. Offerors must include two budgets – a Year One Budget and an Ongoing Budget (Year Two and Beyond), including an annual cost for operations.
- c. Breakdown of direct labor and labor overhead costs including number of staff-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- d. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration, and purpose.
- e. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
- f. Breakdown of facility costs to include rent, utilities, food, supplies, cleaning, transportation.
- g. Breakdown of cost of contractual agreements.
- h. The offeror is required to offset the total cost of services with insurance/Medicaid reimbursement.
- i. Indicate any additional cost savings or revenue maximization plans not already described elsewhere. Indicate estimated value.

9. PRICING:

- 9.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U). **Should a price increase be granted the prices will remain firm for 365 days.**
- 9.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 10.3. Offeror **shall** complete the Request for Protection of Trade Secrets or Proprietary Information (Attachment B, Forms) to identify and protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 10.4. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

Special Provisions

11. CONTACT FOR CONTRACTUAL MATTERS:

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

Flor Morrobel, Contract Specialist II
Department of Procurement and Material Management
Telephone: 703-324-7561
Email: flor.morrobel@fairfaxcounty.gov

- 11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 16.3).

12. REQUIRED SUBMITTALS:

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

13. ELECTRONIC SUBMISSION OF PROPOSAL:

- 13.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help? It takes an average of 16 minutes to an hour for a response. Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 13.2. Offerors can view the [User Guide](#) which provides step by step instructions regarding use of Bonfire.
- 13.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 13.4. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy to follow manner.

14. ADDENDA:

- 14.1. Offerors are reminded that solicitation changes, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda should be signed and submitted before the due date/time or must accompany the proposal.
- 14.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.

15. PROPOSAL ACCEPTANCE PERIOD:

- 15.1. Any proposal submitted in response to this solicitation shall be valid for 180 days. At the end of the 180 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

16. BASIS FOR AWARD:

- 16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria listed below. The County reserves the right to make multiple awards from this solicitation.
- 16.2. A Selection Advisory Committee (SAC) has been established to review and evaluate all proposals received.
- 16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. SAC members will refer all calls related to this solicitation to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

Special Provisions

- 16.4. The SAC shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 16.5. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the SAC. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 16.6. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to the actual award of contract.
- 16.7. Proposal Evaluation Criteria:
The following factors will be considered in the award of this contract:
 1. Attachment A: Statement of Qualifications, Sections 1 through Section 3 **(30 points)**
 2. Attachment A: Technical Narrative, Section a through Section c. **(40 points)**
 3. Reasonableness of the Cost Proposal **(30 points)**
- 16.8. Fairfax County reserves the right to make on-site visits to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.9. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 16.10. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 16.11. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 16.12. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

17. INSURANCE:

- 17.1. The Contractor is 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 must during the continuance of all work under the contract provide the following:
 - a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 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. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in 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.
 - c. 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.

Special Provisions

- 17.3. Liability Insurance "Claims Made" basis:
- a. 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.
 - b. 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.
- 17.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- 17.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- 17.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- 17.7. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- 17.8. 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: VII or better.
- 17.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees, and agents shall be named as an "additional insured" for all liability policies, and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 17.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 17.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- 17.12. 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.
- 17.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-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 may result in suspension of all payments until the new certificate is furnished.
- 17.14. 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.
- 17.15. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 17.16. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 17.17. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

Special Provisions**18. METHOD OF ORDERING:**

- 18.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 18.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 18.3. Procurement Card orders and payments may also be made using a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 18.5. Performance under this contract is not to begin until receipt of the Purchase Order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

19. REPORTS AND INVOICING:

- 19.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 19.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name;
 - b. Invoice number and date of invoice;
 - c. Date of services invoiced;
 - d. Total due, Due Date;
 - e. Terms;
 - f. Level of Service, Bed Day Rate;
 - g. Service Location;
 - h. Purchase order number;
 - i. Contract Number and Vendor Number;
 - j. Contract item description.
- 19.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-j. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

20. CHANGES:

- 20.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 20.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

21. DELAYS AND SUSPENSIONS:

- 21.1. 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.

Special Provisions

- 21.2. 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.
- 21.3. 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.

22. ACCESS TO AND INSPECTION OF WORK:

- 22.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

23. DATA SOURCES:

- 23.1. The County will provide the Contractor with all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating County data.

24. SAFEGUARDS OF INFORMATION:

- 24.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.

25. ORDER OF PRECEDENCE:

- 25.1. In the event of conflict, the Acceptance Agreement, provided at contract award, and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Attachment I).

26. SUBCONTRACTING:

- 26.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>, local chambers of commerce and other business organizations.

27. USE OF CONTRACT BY OTHER PUBLIC BODIES:

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

28. NEWS RELEASE BY VENDORS:

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

Special Provisions**29. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 29.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities, and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 29.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at 703-324-3201 or TTY 711. Allow seven (7) working days in advance of the event to make the necessary arrangements.

30. HIPAA COMPLIANCE:

- 30.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The Successful Offeror will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The Successful Offeror 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 Successful Offeror shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 30.2. Further information regarding HIPAA Compliance is available on the County's website at [HIPAA: Business Associate Agreements | Topics \(fairfaxcounty.gov\)](#).

31. QUALIFIED SERVICE ORGANIZATION AGREEMENT:

- 31.1. The successful offeror shall also be bound by the regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 C.F.R. Part 2, and may be designated as a Qualified Service Organization. If identified as a Qualified Service Organization, the successful offeror shall be required to execute a Fairfax County Qualified Service Organization Agreement (QSOA). [business-associate-qualified-service-organization- agreement-jan2020.pdf \(fairfaxcounty.gov\)](#). (Attachment E).

32. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 32.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror that fails to provide the required information may not receive an award.

33. OPIOID ABATEMENT AUTHORITY TERMS AND CONDITIONS:

- 33.1. As the County is utilizing Opioid Abatement funds, the Contractor must agree Attachment F, Opioid Abatement Authority Terms and Conditions, without reservation.

Technical Proposal Response Form

Offeror should provide a written response to each item in Section 4, Technical Proposal, and any other information as instructed in Bonfire. This information will be considered the minimum content of the proposal.

1. Statement of Needs:

Offerors should submit a technical narrative response form demonstrating their ability to provide the following services.

- a. All services shall comply with Virginia Department of Medical Assistance Services (DMAS) regulations, DBHDS Licensure regulations, ASAM standards, Virginia Human Rights Regulations, and Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services, found by following the links below:

1. [Addiction and Recovery Treatment Services \(virginia.gov\)](http://www.virginia.gov/addiction-recovery-treatment-services)
2. [Policy and Provider Manual \(virginia.gov\)](http://www.virginia.gov/policy-provider-manual)
3. [ASAM Criteria and Levels of Care in Addiction Treatment \(americanaddictioncenters.org\)](http://www.americanaddictioncenters.org/asam)
4. <https://www.dmas.virginia.gov/>
5. [Virginia Administrative Code - Title 12. Health - Agency 35. Department of Behavioral Health And Developmental Services - Chapter 115. Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services](#)
6. [Virginia Department of Behavioral Health and Developmental Services](#)

- b. Provide the three (3) levels of service on the continuum of Residential Substance Use and Residential Crisis Services listed below. The minimum capacity initially being sought is a 16-bed unit, where an adolescent may be admitted and provided with the level of service that best addresses their needs, with the ability to move between the levels of care. (Phase 1)

1. Provide **Medically Managed High-Intensity Inpatient Services for adolescents (ASAM 3.7)**, individuals aged 13-17 (and younger, on a case-by-case basis), referred by Region 2 CSBs. This service may last from 1-14 days and is designed for individuals requiring highly structured 24-hour services including direct evaluation, observation, and medically managed addiction treatment. Medically managed treatment is provided through a combination of direct patient contact, record review, team meetings and quality assurance programming. Level 3.7 is appropriate for adolescents with co-occurring psychiatric disorders or symptoms that hinder their ability to successfully engage in SUD treatment in other settings. Medications for Opioid Use Disorder (MOUD) should be initiated, as clinically indicated and medically necessary.
2. Provide **Clinically Managed Residential Services for adolescents (ASAM 3.5)**, aged 13-17 (and younger, on a case-by-case basis), referred by Region 2 CSBs. This service may last up to 90 days and is designed for individuals who have completed and are stepping down from or are not in need of Medically Managed High-Intensity Inpatient Services, but who still require 24-hour residential treatment services.
3. Provide **Residential Crisis Stabilization Unit (RCSU)** services to adolescents, aged 13-17, referred by Region 2 CSBs. These services are short-term, typically 1-14 days, and provide 24/7 residential psychiatric and substance related assessment and brief intervention services. The service supports individuals experiencing changes in behavior noted by impairment or decompensation in functioning that may result in the need of a higher level of care; and/or individuals stepping down from a higher level of care that need continued monitoring, stabilization, and mobilization of resources; and/or Individuals who need a safe environment for assessment, stabilization, and prevention of further escalation or decompensation.

- c. Provide a plan to add a fourth level of service on the continuum of Residential Substance Use and Residential Crisis Services listed below.

1. Provide **23-Hour Crisis Stabilization Services** for adolescents, aged 13-17 (and younger on a case-by-case basis), referred by Region 2 CSBs. 23-Hour Crisis Stabilization provides ongoing assessment, crisis intervention and clinical determination for level of care to individuals experiencing a behavioral health crisis. Services are provided for a period of up to 23 hours in a community and center-based crisis stabilization setting including outpatient hospital settings that have an Outpatient Crisis Stabilization license. This service must be accessible 24/7 and is indicated for those situations wherein an individual is experiencing a behavioral health crisis and requires a safe environment for observation and assessment prior to determination of the next level of care. Although not required, 23-Hour Crisis Stabilization services typically co-locate with RCSUs as part of a continuum of crisis care.

***Note:** Phase 1 of this project must include the services outlined in 1.b. above. It is anticipated that 1.c. above will be added to the project as space and funding allows.

- d. It is anticipated that capacity along the entire continuum of services will increase during the contract term. The requirements will be coordinated with the successful offeror as the needs arise and funding allows.

Technical Proposal Response Form

- e. Describe your expertise and capacity to serve individuals aged 13-17 (or younger on a case-by-case basis) across the continuum of residential services identified in section 1.b and 1.c. above.
- f. The intent of this solicitation is to create facilities/programs for the exclusive use of individuals residing in Region 2. A 16-bed County owned or leased property is available for use by the Contractor under this contract; therefore, the Contractor will be required to sign a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this Contract. The facility is 10,522 Square Feet, and the floor plan is attached (Attachment G). Facility tours may be arranged prior to submission of proposal, if requested. Reach out to Flor Morrobel if you are interested in scheduling a tour of the facility.
 - 1. Alternatively, if the vendor prefers to provide its own physical facility/building for use, the vendor must plan, design, implement, license, staff and operate applicable services defined above in Section 1.b. and Section 1.c. The vendor must also include associated costs to maintain the facility through the term of the resultant contract. The building/site must be located within Region 2. The building site must be a free-standing, appropriately licensed facility located in a community setting or a specialty unit in a general or psychiatric hospital or other licensed healthcare facility.
- g. Provide staff to include clinically trained professionals, paraprofessionals, peers, and licensed clinical and medical staff, that meets the requirements of each level of service, and provides staffing 24 hours a day, seven days per week. This should include a 24-hour on-call addiction-credentialed physician or a physician/physician extender with experience in addiction medicine coverage. These providers will operate within the scope of their practice to assess and diagnose, treat, and obtain and interpret information regarding the individual's medical, psychiatric, and substance use disorders history. This must include a Program Manager who will be responsible for day-to-day operations of the program and or ensuring 24/7 awake staff coverage according to DBHDS operational license requirements.
- h. Provide assessment and admission 24 hours per day, 7 days per week for individuals meeting medical necessity and admission criteria. Exclusionary criteria must be developed and reviewed in consultation with Region 2 Contract Manager.
- i. Conduct an assessment to admit each individual to the program and ensure that they will receive the proper level of care. The assessment must meet the standards for the level of care into which they are entering.
- j. Accept referrals from Region 2 CSB staff and admit all eligible individuals who are referred for admission up to the approved capacity in accordance with exclusionary criteria developed with NVRPO; upon contract award, the selected offeror will work with the NVRPO Contract Manager to identify specific referral procedures.
- k. Provide daily clinical services, which include medical and 24-hour nursing services; individual, group, family, and recreational activity services; pharmacological, cognitive, behavioral, or other therapies, including expressive therapies; counseling and clinical monitoring; random drug screening; and health education services.
Services must be evidence-based and trauma-informed and include strategies such as: Motivational interviewing/motivation enhancement; strength-based approaches; peer support/connection to peer services; family support, education, and therapy; medication monitoring; psychoeducation; case coordination; relapse prevention and refusal skills; individual recreation and access to the outdoors; system of behavior management; brief solution-focused therapy; safety planning; calming strategies; and discharge planning.
- l. Provide a board-certified psychiatrist and a licensed registered nurse for psychiatric medication management and services associated with the provision of Residential Crisis Stabilization Services. These services shall include but not be limited to ongoing supervision and administration of medications, as well as monitoring of medication benefits and side effects; these staff will also coordinate blood and laboratory work.
- m. Coordinate with the individual's designated CSB and NVRPO on individual-specific issues as they arise. Communicate regularly with the individual's designated CSB treatment team, if applicable, to review and discuss individual's progress, and coordinate ongoing care. Communicate regularly with the NVRPO to discuss client issues, programming issues and contract compliance.
- n. Coordinate and support the individual's medical needs to include but not be limited to linkages to healthcare providers, transportation to and from appointments as needed, and dispensing of medications by a nurse or other qualified program staff. This includes oversight of medical services that may or may not be covered by insurance/Medicaid.
- o. Provide transportation to individuals for necessary non-medical appointments and activities.
- p. Provide three nutritional meals daily and nutritional snacks between meals for individuals; include meals for individuals with religious or dietary restrictions and individual participation in the development of menus and meals, as appropriate.

Technical Proposal Response Form

- q. Ensure residential facilities are safe, clean, sanitary, well-maintained, and appropriate to the needs of the individuals. Provide a method to ensure the cleanliness of all common areas as well as individual client bedrooms and bathrooms and a method to ensure that laundry for the facility is washed regularly with special attention, as needed, to the cleanliness of individual clothing and bedding. Engage the individual's participation in the care of the facility, personal space, and clothing.
- r. Ensure the security and safety of the individuals and the staff, to include physical safety and environmental safety.
- s. Document all services provided on behalf of individuals with all service providers who are a part of the interdisciplinary team, following the appropriate standards for the level of service to which the individual has been admitted.
- t. Collaborate with the individual's school system to coordinate and monitor all necessary education services for individuals served in the program.
- u. Participate in meetings with regional public and private-sector service providers and stakeholders in the regional crisis continuum for the purpose of cross-agency collaboration, strategic problem-solving, utilization review, and program development. Some of these meetings include, but are not limited to: Regional Crisis Stabilization, Regional Utilization Group, Regional Emergency Managers, Regional Child, and Family and other local or regional meetings as requested by the NVRPO Contract Manager.
- v. Provide services that are culturally and linguistically competent and consistent with the National Standards on Culturally and Linguistically Appropriate Services (CLAS) as identified and defined at: [National CLAS Standards \(hhs.gov\)](https://www.hhs.gov/national-clas-standards) to include certified interpretation and document translation services, as needed, to communicate with non-native English speaking individuals.
- w. Provide a training program that addresses staff skills at all levels; to include professionals, paraprofessionals, peers, volunteers, licensed staff, and includes instructor-led activities, and direct supervision of staff.

2. LICENSING AND OTHER REQUIREMENTS: The Successful Offeror shall:

- a. Maintain the appropriate DBHDS license for the services proposed and comply with all applicable rules and regulations as a licensed provider enumerated in the Virginia Administrative Code, Title 12, Agency 35, Chapter 105 (Virginia Administrative Code - Title 12. Health - Agency 35. Department of Behavioral Health and Developmental Services - Chapter 105. Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services). Successful Offerors for this service must submit their license application within 30 days of contract award (once a facility is identified and secured) and follow up with licensing every 2 weeks until license is awarded. DBHDS is working to implement a 90-day turnaround time frame between receipt of license application submission and approval. Licenses for this service are specific to a facility address and an operator.
- b. Comply with all federal health information privacy requirements HIPAA Home | HHS.gov and the Fairfax-Falls Church CSB Privacy Practices Privacy practices | Community Services Board (fairfaxcounty.gov).
- c. Successful Offerors must provide notification of intention to register as a provider with each of the 6 Medicaid MCOs within 30 days of contract award and must submit each of the 6 Medicaid MCO provider applications within 1 week of securing the DBHDS provider license.
- d. Successful Offerors must maintain a service provider number from the Virginia Department of Medical Assistance (DMAS) and comply with all requirements of Managed Care Organizations. See Home | MES (virginia.gov) for applicable requirements as a service provider.
- e. Comply with all applicable federal, state, and local law including appropriate certifications, licensure, inspections, and provision of the Federal Fair Labor Standards Act, as amended.
- f. Comply with all applicable rules and regulations regarding the rights of individuals enumerated under §37.2-400 of the Code of Virginia, Virginia Administrative Code - Title 12. Health - Agency 35. Department of Behavioral Health and Developmental Services - Chapter 115. Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services and with the Fairfax-Falls Church Community Services Board.
- g. Comply with applicable sections of the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services.
- h. Develop and provide a Policy and Procedures Manual that includes all policies and procedures required by DBHDS licensure and addresses the ASAM Standards. This must include medication storage, inventory, and administration policies in accordance with the Board of Pharmacy regulations.

Technical Proposal Response Form

- i. Conduct Background Checks - In accordance with Code of Virginia Under §37.2-416 of the Code of Virginia, every DBHDS-licensed provider shall require any applicant who accepts employment in a direct consumer care position (or supervises a direct consumer care position) to undergo fingerprinting and a criminal background check. Proof of acceptable criminal background check will be provided to the County upon request. The contractor shall also ensure any subcontractors follow Code of Virginia §37.2- 416.
- j. Conduct checks of child abuse and neglect for employee applicants through the Virginia Department of Social Services Central Registry at <http://www.dss.virginia.gov/facility/crf.cgi>
- k. Develop and implement a quality assurance plan that is reviewed by the NVRPO annually at a minimum and shared with the Contract Manager for input.
- l. Propose client satisfaction surveys and outcome measures. Conduct the surveys and other outcomes measure and provide a copy of the results to the NVRPO as requested. Outcome measures shall be reviewed and approved by NVRPO.
- m. The Contractor must submit reports as required; failure to do so could result in a delay of payment until the report is approved by the Contract Manager. The Contractor must provide a justification for late reports and the County will determine if the late submission is justified. Contractors will work collaboratively with NVRPO and contract manager to provide necessary reporting. At a minimum, required reports include: immediate reporting to the Contract Manager of any occurrence that requires reports to DBHDS, Human Rights reporting and /or entry into the Computerized Human Rights Information System (CHRIS); Monthly admission and discharge information to include occupancy and utilization rates; monthly billing and insurance revenue information; quarterly progress updates including any significant challenges or difficulties, variations from agreed upon staffing or services, changes in key personnel; annual reports of client outcomes and performance measures; annual billing and revenue reports. See Reporting and Invoicing documents (Attachment D).
- n. Comply with all applicable sections of the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, including monthly reports to upload for the Community Consumer Submission 3 (CCS3) Extract, to meet the requirements of performance reporting to DBHDS.
- o. The Successful Offeror will be required to bill Insurance/Medicaid, when possible, to offset the cost of services. The offeror is required to collect insurance copays and comply with the requirements of the Managed Care Organizations. The Contractor will request, document, and verify client third-party billing information upon program admission. The Contractor will bill third-party payers in accordance with requirements of applicable law and the terms of applicable third-party payer contracts for all qualified clients and services. The Contractor will bill at least monthly for services rendered and documented. The Contractor will take reasonable measures to collect balances, including fixing claim errors, communicating, and following up with payers. All revenue collected must directly offset program costs.
- p. Provide all food services in accordance with applicable local and state codes for food preparation and service.
- q. Comply with all fire and building safety requirements and inspections in accordance with all applicable local and state codes.

3. REGIONAL RESPONSIBILITIES (NVRPO AND CSBs):

- a. Provide program referrals for all levels of service.
- b. Provide Emergency Services 24 hours per day, 7 days per week in accordance with Code of Virginia Section 37.2-500, for programs located within the boundaries of Region 2.
- c. Provide case coordination and linkages to CSB services for continuity of care for individuals admitted for service.
- d. Monitor invoices and reports submitted by the Contractor.
- e. Provide technical assistance and support in the implementation of program operations and management of programs.
- f. Conduct regular site visits to ensure compliance with contract requirements.
- g. Conduct a monitoring site visit within the first 12 months of contract start-up; monitoring visits will occur as deemed necessary by the NVRPO Contract Manager thereafter. This will include a financial and programmatic review and an inspection of the program facilities. Additional site visits may be conducted without notice at the discretion of the County.
- h. Conduct periodic monitoring of client satisfaction through direct contact with individuals receiving services or through surveys.
- i. Monitor agreed upon outcome measures.

Technical Proposal Response Form**4. TECHNICAL NARRATIVE:** Offeror should provide a written response to all items in this section.

- a. Understanding of the problem and technical approach.
 1. Provide a summary of the program design. Describe how you will incorporate best practices and a service delivery model that is culturally competent, and outcome-based and designed to meet the unique needs of adolescents in crisis or with substance use disorders and their families.
 2. Describe how you will link individuals to other necessary services and collaborate with Region 2 staff on the provision of services.
 3. Describe how you will manage the transportation needs of individuals to essential appointments and any plans regarding the provision of transportation at admission and discharge.
 4. Describe the Evidence Based Approaches used in the provision of services.
 5. Provide a sample client schedule for each proposed level of care, showing activities for a minimum of a 48-hour period.
 6. Annotate the schedule with a list of services and a description of each.
 7. Describe how you will integrate quality assurance into your daily processes and how you will ensure quality outcomes are met.
 8. If the offeror is proposing identifying a building, outline any details regarding a potential site already within the purview of the offeror. Outline organization experience regarding this.
 9. Outline how you plan to address language needs of non-English-speaking clients and their family as well as needs of individuals who are deaf/hard of hearing.
 10. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
 11. The offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
- b. Address the **Statement of Needs separately** and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.
- c. **Preliminary Work Plan:** The Offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The workplan at a minimum must address:
 1. Location of Services: If choosing to use the County-owned 16-bed residential facility, indicate this in the proposal. If not, identify an alternative site, if one is being proposed. **Refer to paragraph 2.1 of the Special Provisions document.**
 2. Site Control
 3. Program Design
 4. Hiring of key staff
 5. Hiring of remaining staff
 6. Completion of written policies and procedures
 7. Licensure of Program
 8. Credentialing of staff and program with Managed Care Organizations
 9. Opening of program

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.
- d. Does your organization agree to the Opioid Abatement Authority Terms and Conditions in Attachment F, without reservation?
- e. **Treatment of the Issues:** Offeror may comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Statement of Needs" section, and may propose alternative approaches. Specify and explain any alternative approaches and how the alternative approach would meet the needs, or substantially meet the needs, of the population.

Technical Proposal Response Form

- f. **Statement of Qualifications:** Must include a description of organizational and staff experience and resumes of proposed staff.

1. **Organizational and Staff Experience:**

- a. Offerors must possess or obtain a current license to operate ASAM Level 3.7 or 3.5 Programs and Residential Crisis Stabilization or the equivalent. Provide documentation of licensure.
- b. Provide an organizational chart showing management structure.
- c. Describe your organization's qualifications and experience to perform the work described in this Request for Proposal, including direct experience with the population and services as well as experience working with local governments.
- d. Describe programs operated and contracts held which are similar to those sought in this Request for Proposal.
- e. Indicate outcome measures for similar projects to include data on recent outcomes.
- f. Qualified offerors will have at least five (5) years of experience providing integrated substance use and behavioral health services for children, adolescents and/or adults, experience as a collaborative partner in a system of care, experience with crisis intervention and the ability to maximize multiple funding sources to reduce the overall cost to Fairfax County and Region 2 (e.g. fundraising, client resources, such as Medicaid and commercial insurance).

2. **References:** Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contract persons, and telephone number for such reference.

- a. Provide at least three references for each similar program/service identified in Statement of Needs. Include name, relationship to the project, email address and phone number.

If, based on the number of similar projects results in fewer than three references, include other professional references to ensure a minimum of 3. Include name, relationship to the project, email address and phone number.

3. **Personnel:** Provide the Project Personnel who may be assigned direct work on this project. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified. Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project.

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

4. **A Staffing Plan** is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identifies the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant. Staffing plan shall include:

1. Number of positions
2. Full Time Equivalents (FTE)
3. Type of position for each member of staff (full-time, part-time, benefit, hourly, etc.)
4. Identify credentials of each staff
5. Identify any Contractors
6. Provide job descriptions for each position category/class.
7. Provide a sample weekly staffing schedule, indicating number and types of positions on duty.
8. Describe how staff vacancies, illnesses and inclement weather are managed while maintaining consistency, quality, and appropriate training levels.
9. Provide a description of required training for certification for each type of staff with time for completion and any necessary training renewals.

5. **Financial Statements:** The offeror should provide an income statement and balance sheet from the last three years.

Technical Proposal Response Form

Offeror should provide a written response to each item in Section 4, Technical Proposal, and any other information as instructed in Bonfire. This information will be considered the minimum content of the proposal.

1. Statement of Needs:

Offerors should submit a technical narrative response form demonstrating their ability to provide the following services.

- a. All services shall comply with Virginia Department of Medical Assistance Services (DMAS) regulations, DBHDS Licensure regulations, ASAM standards, Virginia Human Rights Regulations, and Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services, found by following the links below:

1. [Addiction and Recovery Treatment Services \(virginia.gov\)](http://www.virginia.gov/addiction-recovery-treatment-services)
2. [Policy and Provider Manual \(virginia.gov\)](http://www.virginia.gov/policy-provider-manual)
3. [ASAM Criteria and Levels of Care in Addiction Treatment \(americanaddictioncenters.org\)](http://www.americanaddictioncenters.org/asam)
4. <https://www.dmas.virginia.gov/>
5. [Virginia Administrative Code - Title 12. Health - Agency 35. Department of Behavioral Health And Developmental Services - Chapter 115. Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services](#)
6. [Virginia Department of Behavioral Health and Developmental Services](#)

- b. Provide the three (3) levels of service on the continuum of Residential Substance Use and Residential Crisis Services listed below. The minimum capacity initially being sought is a 16-bed unit, where an adolescent may be admitted and provided with the level of service that best addresses their needs, with the ability to move between the levels of care. (Phase 1)

1. Provide **Medically Managed High-Intensity Inpatient Services for adolescents (ASAM 3.7)**, individuals aged 13-17 (and younger, on a case-by-case basis), referred by Region 2 CSBs. This service may last from 1-14 days and is designed for individuals requiring highly structured 24-hour services including direct evaluation, observation, and medically managed addiction treatment. Medically managed treatment is provided through a combination of direct patient contact, record review, team meetings and quality assurance programming. Level 3.7 is appropriate for adolescents with co-occurring psychiatric disorders or symptoms that hinder their ability to successfully engage in SUD treatment in other settings. Medications for Opioid Use Disorder (MOUD) should be initiated, as clinically indicated and medically necessary.
2. Provide **Clinically Managed Residential Services for adolescents (ASAM 3.5)**, aged 13-17 (and younger, on a case-by-case basis), referred by Region 2 CSBs. This service may last up to 90 days and is designed for individuals who have completed and are stepping down from or are not in need of Medically Managed High-Intensity Inpatient Services, but who still require 24-hour residential treatment services.
3. Provide **Residential Crisis Stabilization Unit (RCSU)** services to adolescents, aged 13-17, referred by Region 2 CSBs. These services are short-term, typically 1-14 days, and provide 24/7 residential psychiatric and substance related assessment and brief intervention services. The service supports individuals experiencing changes in behavior noted by impairment or decompensation in functioning that may result in the need of a higher level of care; and/or individuals stepping down from a higher level of care that need continued monitoring, stabilization, and mobilization of resources; and/or Individuals who need a safe environment for assessment, stabilization, and prevention of further escalation or decompensation.

- c. Provide a plan to add a fourth level of service on the continuum of Residential Substance Use and Residential Crisis Services listed below.

1. Provide **23-Hour Crisis Stabilization Services** for adolescents, aged 13-17 (and younger on a case-by-case basis), referred by Region 2 CSBs. 23-Hour Crisis Stabilization provides ongoing assessment, crisis intervention and clinical determination for level of care to individuals experiencing a behavioral health crisis. Services are provided for a period of up to 23 hours in a community and center-based crisis stabilization setting including outpatient hospital settings that have an Outpatient Crisis Stabilization license. This service must be accessible 24/7 and is indicated for those situations wherein an individual is experiencing a behavioral health crisis and requires a safe environment for observation and assessment prior to determination of the next level of care. Although not required, 23-Hour Crisis Stabilization services typically co-locate with RCSUs as part of a continuum of crisis care.

***Note:** Phase 1 of this project must include the services outlined in 1.b. above. It is anticipated that 1.c. above will be added to the project as space and funding allows.

- d. It is anticipated that capacity along the entire continuum of services will increase during the contract term. The requirements will be coordinated with the successful offeror as the needs arise and funding allows.

Technical Proposal Response Form

- e. Describe your expertise and capacity to serve individuals aged 13-17 (or younger on a case-by-case basis) across the continuum of residential services identified in section 1.b and 1.c. above.
- f. The intent of this solicitation is to create facilities/programs for the exclusive use of individuals residing in Region 2. A 16-bed County owned or leased property is available for use by the Contractor under this contract; therefore, the Contractor will be required to sign a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this Contract. The facility is 10,522 Square Feet, and the floor plan is attached (Attachment G). Facility tours may be arranged prior to submission of proposal, if requested. Reach out to Flor Morrobel if you are interested in scheduling a tour of the facility.
 - 1. Alternatively, if the vendor prefers to provide its own physical facility/building for use, the vendor must plan, design, implement, license, staff and operate applicable services defined above in Section 1.b. and Section 1.c. The vendor must also include associated costs to maintain the facility through the term of the resultant contract. The building/site must be located within Region 2. The building site must be a free-standing, appropriately licensed facility located in a community setting or a specialty unit in a general or psychiatric hospital or other licensed healthcare facility.
- g. Provide staff to include clinically trained professionals, paraprofessionals, peers, and licensed clinical and medical staff, that meets the requirements of each level of service, and provides staffing 24 hours a day, seven days per week. This should include a 24-hour on-call addiction-credentialed physician or a physician/physician extender with experience in addiction medicine coverage. These providers will operate within the scope of their practice to assess and diagnose, treat, and obtain and interpret information regarding the individual's medical, psychiatric, and substance use disorders history. This must include a Program Manager who will be responsible for day-to-day operations of the program and or ensuring 24/7 awake staff coverage according to DBHDS operational license requirements.
- h. Provide assessment and admission 24 hours per day, 7 days per week for individuals meeting medical necessity and admission criteria. Exclusionary criteria must be developed and reviewed in consultation with Region 2 Contract Manager.
- i. Conduct an assessment to admit each individual to the program and ensure that they will receive the proper level of care. The assessment must meet the standards for the level of care into which they are entering.
- j. Accept referrals from Region 2 CSB staff and admit all eligible individuals who are referred for admission up to the approved capacity in accordance with exclusionary criteria developed with NVRPO; upon contract award, the selected offeror will work with the NVRPO Contract Manager to identify specific referral procedures.
- k. Provide daily clinical services, which include medical and 24-hour nursing services; individual, group, family, and recreational activity services; pharmacological, cognitive, behavioral, or other therapies, including expressive therapies; counseling and clinical monitoring; random drug screening; and health education services.
Services must be evidence-based and trauma-informed and include strategies such as: Motivational interviewing/motivation enhancement; strength-based approaches; peer support/connection to peer services; family support, education, and therapy; medication monitoring; psychoeducation; case coordination; relapse prevention and refusal skills; individual recreation and access to the outdoors; system of behavior management; brief solution-focused therapy; safety planning; calming strategies; and discharge planning.
- l. Provide a board-certified psychiatrist and a licensed registered nurse for psychiatric medication management and services associated with the provision of Residential Crisis Stabilization Services. These services shall include but not be limited to ongoing supervision and administration of medications, as well as monitoring of medication benefits and side effects; these staff will also coordinate blood and laboratory work.
- m. Coordinate with the individual's designated CSB and NVRPO on individual-specific issues as they arise. Communicate regularly with the individual's designated CSB treatment team, if applicable, to review and discuss individual's progress, and coordinate ongoing care. Communicate regularly with the NVRPO to discuss client issues, programming issues and contract compliance.
- n. Coordinate and support the individual's medical needs to include but not be limited to linkages to healthcare providers, transportation to and from appointments as needed, and dispensing of medications by a nurse or other qualified program staff. This includes oversight of medical services that may or may not be covered by insurance/Medicaid.
- o. Provide transportation to individuals for necessary non-medical appointments and activities.
- p. Provide three nutritional meals daily and nutritional snacks between meals for individuals; include meals for individuals with religious or dietary restrictions and individual participation in the development of menus and meals, as appropriate.

Technical Proposal Response Form

- q. Ensure residential facilities are safe, clean, sanitary, well-maintained, and appropriate to the needs of the individuals. Provide a method to ensure the cleanliness of all common areas as well as individual client bedrooms and bathrooms and a method to ensure that laundry for the facility is washed regularly with special attention, as needed, to the cleanliness of individual clothing and bedding. Engage the individual's participation in the care of the facility, personal space, and clothing.
- r. Ensure the security and safety of the individuals and the staff, to include physical safety and environmental safety.
- s. Document all services provided on behalf of individuals with all service providers who are a part of the interdisciplinary team, following the appropriate standards for the level of service to which the individual has been admitted.
- t. Collaborate with the individual's school system to coordinate and monitor all necessary education services for individuals served in the program.
- u. Participate in meetings with regional public and private-sector service providers and stakeholders in the regional crisis continuum for the purpose of cross-agency collaboration, strategic problem-solving, utilization review, and program development. Some of these meetings include, but are not limited to: Regional Crisis Stabilization, Regional Utilization Group, Regional Emergency Managers, Regional Child, and Family and other local or regional meetings as requested by the NVRPO Contract Manager.
- v. Provide services that are culturally and linguistically competent and consistent with the National Standards on Culturally and Linguistically Appropriate Services (CLAS) as identified and defined at: [National CLAS Standards \(hhs.gov\)](https://www.hhs.gov/national-clas-standards) to include certified interpretation and document translation services, as needed, to communicate with non-native English speaking individuals.
- w. Provide a training program that addresses staff skills at all levels; to include professionals, paraprofessionals, peers, volunteers, licensed staff, and includes instructor-led activities, and direct supervision of staff.

2. LICENSING AND OTHER REQUIREMENTS: The Successful Offeror shall:

- a. Maintain the appropriate DBHDS license for the services proposed and comply with all applicable rules and regulations as a licensed provider enumerated in the Virginia Administrative Code, Title 12, Agency 35, Chapter 105 (Virginia Administrative Code - Title 12. Health - Agency 35. Department of Behavioral Health and Developmental Services - Chapter 105. Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services). Successful Offerors for this service must submit their license application within 30 days of contract award (once a facility is identified and secured) and follow up with licensing every 2 weeks until license is awarded. DBHDS is working to implement a 90-day turnaround time frame between receipt of license application submission and approval. Licenses for this service are specific to a facility address and an operator.
- b. Comply with all federal health information privacy requirements HIPAA Home | HHS.gov and the Fairfax-Falls Church CSB Privacy Practices Privacy practices | Community Services Board (fairfaxcounty.gov).
- c. Successful Offerors must provide notification of intention to register as a provider with each of the 6 Medicaid MCOs within 30 days of contract award and must submit each of the 6 Medicaid MCO provider applications within 1 week of securing the DBHDS provider license.
- d. Successful Offerors must maintain a service provider number from the Virginia Department of Medical Assistance (DMAS) and comply with all requirements of Managed Care Organizations. See Home | MES (virginia.gov) for applicable requirements as a service provider.
- e. Comply with all applicable federal, state, and local law including appropriate certifications, licensure, inspections, and provision of the Federal Fair Labor Standards Act, as amended.
- f. Comply with all applicable rules and regulations regarding the rights of individuals enumerated under §37.2-400 of the Code of Virginia, Virginia Administrative Code - Title 12. Health - Agency 35. Department of Behavioral Health and Developmental Services - Chapter 115. Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services and with the Fairfax-Falls Church Community Services Board.
- g. Comply with applicable sections of the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services.
- h. Develop and provide a Policy and Procedures Manual that includes all policies and procedures required by DBHDS licensure and addresses the ASAM Standards. This must include medication storage, inventory, and administration policies in accordance with the Board of Pharmacy regulations.

Technical Proposal Response Form

- i. Conduct Background Checks - In accordance with Code of Virginia Under §37.2-416 of the Code of Virginia, every DBHDS-licensed provider shall require any applicant who accepts employment in a direct consumer care position (or supervises a direct consumer care position) to undergo fingerprinting and a criminal background check. Proof of acceptable criminal background check will be provided to the County upon request. The contractor shall also ensure any subcontractors follow Code of Virginia §37.2- 416.
- j. Conduct checks of child abuse and neglect for employee applicants through the Virginia Department of Social Services Central Registry at <http://www.dss.virginia.gov/facility/crf.cgi>
- k. Develop and implement a quality assurance plan that is reviewed by the NVRPO annually at a minimum and shared with the Contract Manager for input.
- l. Propose client satisfaction surveys and outcome measures. Conduct the surveys and other outcomes measure and provide a copy of the results to the NVRPO as requested. Outcome measures shall be reviewed and approved by NVRPO.
- m. The Contractor must submit reports as required; failure to do so could result in a delay of payment until the report is approved by the Contract Manager. The Contractor must provide a justification for late reports and the County will determine if the late submission is justified. Contractors will work collaboratively with NVRPO and contract manager to provide necessary reporting. At a minimum, required reports include: immediate reporting to the Contract Manager of any occurrence that requires reports to DBHDS, Human Rights reporting and /or entry into the Computerized Human Rights Information System (CHRIS); Monthly admission and discharge information to include occupancy and utilization rates; monthly billing and insurance revenue information; quarterly progress updates including any significant challenges or difficulties, variations from agreed upon staffing or services, changes in key personnel; annual reports of client outcomes and performance measures; annual billing and revenue reports. See Reporting and Invoicing documents (Attachment D).
- n. Comply with all applicable sections of the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, including monthly reports to upload for the Community Consumer Submission 3 (CCS3) Extract, to meet the requirements of performance reporting to DBHDS.
- o. The Successful Offeror will be required to bill Insurance/Medicaid, when possible, to offset the cost of services. The offeror is required to collect insurance copays and comply with the requirements of the Managed Care Organizations. The Contractor will request, document, and verify client third-party billing information upon program admission. The Contractor will bill third-party payers in accordance with requirements of applicable law and the terms of applicable third-party payer contracts for all qualified clients and services. The Contractor will bill at least monthly for services rendered and documented. The Contractor will take reasonable measures to collect balances, including fixing claim errors, communicating, and following up with payers. All revenue collected must directly offset program costs.
- p. Provide all food services in accordance with applicable local and state codes for food preparation and service.
- q. Comply with all fire and building safety requirements and inspections in accordance with all applicable local and state codes.

3. REGIONAL RESPONSIBILITIES (NVRPO AND CSBs):

- a. Provide program referrals for all levels of service.
- b. Provide Emergency Services 24 hours per day, 7 days per week in accordance with Code of Virginia Section 37.2-500, for programs located within the boundaries of Region 2.
- c. Provide case coordination and linkages to CSB services for continuity of care for individuals admitted for service.
- d. Monitor invoices and reports submitted by the Contractor.
- e. Provide technical assistance and support in the implementation of program operations and management of programs.
- f. Conduct regular site visits to ensure compliance with contract requirements.
- g. Conduct a monitoring site visit within the first 12 months of contract start-up; monitoring visits will occur as deemed necessary by the NVRPO Contract Manager thereafter. This will include a financial and programmatic review and an inspection of the program facilities. Additional site visits may be conducted without notice at the discretion of the County.
- h. Conduct periodic monitoring of client satisfaction through direct contact with individuals receiving services or through surveys.
- i. Monitor agreed upon outcome measures.

Technical Proposal Response Form**4. TECHNICAL NARRATIVE:** Offeror should provide a written response to all items in this section.

- a. Understanding of the problem and technical approach.
 1. Provide a summary of the program design. Describe how you will incorporate best practices and a service delivery model that is culturally competent, and outcome-based and designed to meet the unique needs of adolescents in crisis or with substance use disorders and their families.
 2. Describe how you will link individuals to other necessary services and collaborate with Region 2 staff on the provision of services.
 3. Describe how you will manage the transportation needs of individuals to essential appointments and any plans regarding the provision of transportation at admission and discharge.
 4. Describe the Evidence Based Approaches used in the provision of services.
 5. Provide a sample client schedule for each proposed level of care, showing activities for a minimum of a 48-hour period.
 6. Annotate the schedule with a list of services and a description of each.
 7. Describe how you will integrate quality assurance into your daily processes and how you will ensure quality outcomes are met.
 8. If the offeror is proposing identifying a building, outline any details regarding a potential site already within the purview of the offeror. Outline organization experience regarding this.
 9. Outline how you plan to address language needs of non-English-speaking clients and their family as well as needs of individuals who are deaf/hard of hearing.
 10. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
 11. The offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
- b. Address the **Statement of Needs separately** and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.
- c. **Preliminary Work Plan:** The Offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The workplan at a minimum must address:
 1. Location of Services: If choosing to use the County-owned 16-bed residential facility, indicate this in the proposal. If not, identify an alternative site, if one is being proposed. **Refer to paragraph 2.1 of the Special Provisions document.**
 2. Site Control
 3. Program Design
 4. Hiring of key staff
 5. Hiring of remaining staff
 6. Completion of written policies and procedures
 7. Licensure of Program
 8. Credentialing of staff and program with Managed Care Organizations
 9. Opening of program

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.
- d. Does your organization agree to the Opioid Abatement Authority Terms and Conditions in Attachment F, without reservation?
- e. **Treatment of the Issues:** Offeror may comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Statement of Needs" section, and may propose alternative approaches. Specify and explain any alternative approaches and how the alternative approach would meet the needs, or substantially meet the needs, of the population.

Technical Proposal Response Form

- f. **Statement of Qualifications:** Must include a description of organizational and staff experience and resumes of proposed staff.

1. **Organizational and Staff Experience:**

- a. Offerors must possess or obtain a current license to operate ASAM Level 3.7 or 3.5 Programs and Residential Crisis Stabilization or the equivalent. Provide documentation of licensure.
- b. Provide an organizational chart showing management structure.
- c. Describe your organization's qualifications and experience to perform the work described in this Request for Proposal, including direct experience with the population and services as well as experience working with local governments.
- d. Describe programs operated and contracts held which are similar to those sought in this Request for Proposal.
- e. Indicate outcome measures for similar projects to include data on recent outcomes.
- f. Qualified offerors will have at least five (5) years of experience providing integrated substance use and behavioral health services for children, adolescents and/or adults, experience as a collaborative partner in a system of care, experience with crisis intervention and the ability to maximize multiple funding sources to reduce the overall cost to Fairfax County and Region 2 (e.g. fundraising, client resources, such as Medicaid and commercial insurance).

2. **References:** Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contract persons, and telephone number for such reference.

- a. Provide at least three references for each similar program/service identified in Statement of Needs. Include name, relationship to the project, email address and phone number.

If, based on the number of similar projects results in fewer than three references, include other professional references to ensure a minimum of 3. Include name, relationship to the project, email address and phone number.

3. **Personnel:** Provide the Project Personnel who may be assigned direct work on this project. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified. Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project.

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

4. **A Staffing Plan** is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identifies the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant. Staffing plan shall include:

1. Number of positions
2. Full Time Equivalents (FTE)
3. Type of position for each member of staff (full-time, part-time, benefit, hourly, etc.)
4. Identify credentials of each staff
5. Identify any Contractors
6. Provide job descriptions for each position category/class.
7. Provide a sample weekly staffing schedule, indicating number and types of positions on duty.
8. Describe how staff vacancies, illnesses and inclement weather are managed while maintaining consistency, quality, and appropriate training levels.
9. Provide a description of required training for certification for each type of staff with time for completion and any necessary training renewals.

5. **Financial Statements:** The offeror should provide an income statement and balance sheet from the last three years.

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

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

Service Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Fiscal Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Payment Address, if different from above:

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

1. **Funding:** 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.
2. **Non-discrimination:** During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
3. **Authorization to Conduct Business in the Commonwealth:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
4. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise, or term is stricken from this Contract and of no effect.
5. **Contractual Disputes:**
 - a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
 - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

6. **Drug Free Workplace:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
7. **Immigration Reform and Control Act:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
8. **Audit of Records:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
9. **Nonvisual Access:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

Signature/Date: _____ / _____

Printed Name/Title: _____ / _____

Company Name: _____

FAIRFAX COUNTY'S BUSINESS CLASSIFICATION SCHEDULE**Classify business size or organization type in STEP 1.**

STEP 2: Classify ownership (if applicable). Upon completion, return to the requesting staff member. Staff should reference DOF's vendor setup/modification procedures.

These designations are requested of all vendors including publicly traded corporations, non-profits, employment services organizations, government organizations, partnerships, sole proprietorships, etc. Fairfax County's definitions mirror the State of Virginia's (see below and [VA's SBSD](#) for more info). Certification is not required, and Fairfax does not establish preferences or set-asides for specific classifications. Fairfax County's [One Fairfax Policy](#) on racial and social equity commits the County to intentionally consider equity in program and service delivery. Information provided on this form is aggregated and used to report spending patterns.

Send any questions to supplierdiversity@fairfaxcounty.gov.

Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government/Public Body" in Step 1.

VENDOR NAME: _____ **DATE:** _____

Step 1: Indicate the classification of your business/organization. Select ONLY one (1) option.

☐ Micro ☐ Small ☐ Large ☐ Non-Profit ☐ Gov't/Public Body ☐ Employment Services Organization (ESO)

Step 2 (OPTIONAL): Indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☐ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Micro Business/Organization: "Micro business" means a business that has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the prior three-year period.

Small Business/Organization: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business: is a business 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 American, Eskimo, or Aleut.

Women-Owned Business: a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited 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.

Service-Disabled Veteran: means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business: is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Employment Services Organization: a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

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

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

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

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

Section 5.C.3 of the Purchasing Resolution and VA. Code Ann. § 2.2-4342(F)

The Offeror shall complete this form to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

- a) Submission of this form with or without other reference to Article 2, Section 5.C.3 of the Purchasing Resolution or VA. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.
- b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g., “all portions of the Proposal marked “Proprietary” or “Trade Secret””).

The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

- c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary.

Your explanation must do more than simply stating the materials are “proprietary,” or “trade secrets,” or “not publicly available.” You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

[illegible]

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

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

- If you currently have a Fairfax County business license, submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
 Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County

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

Signature

Date

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

Certification Regarding Ethics in Public Contracting

In submitting a proposal, and signing below, Offeror certifies the following in connection with the proposal:

Check
one:

☐

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

☐

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

If 2 is selected, complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value: _____

Description of the consideration received in exchange and its value: _____

Printed Name of Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

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

Certification of Financial Solvency for Non-Profit Organizations

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

1. The Board Chair certifies, to the best of his/her knowledge and belief, that the 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 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 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: _____

TIN: _____

SECTION A PERSONNEL				
Provide the data in the columns and rows below for each position title required to complete the proposed service. Do not include employee names.				
	Position Title (add rows as necessary)	# of Positions	Indicate Full Time, Part Time	Hourly Pay Rate
	<i>example: Director</i>	1.0	Full Time	\$ 50.00
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
	FRINGE BENEFITS AND PAYROLL TAXES			
	If needed, please add lines to demonstrate the calculation of fringe and payroll taxes for Full Time and Part Time p			
Category	% Rate	Des (FICA, Healt		
Fringe Benefits	0.0%			
Payroll Taxes	0.0%			
SECTION B OPERATING				
Use the categories below, as appropriate, to outline operational costs in this proposal. If needed, add or delete ca				
	Category	Monthly or Annual Rate	Des	
	Rent/Mortgage			
	Utilities/Maintenance			

	Program Costs		
	Financial Services		
	Insurance		
	Equipment Purchase/Lease		
	Supplies		
	Food		
	Telecommunications		
	Printing/Copying		
	Postage		
	Vehicles		
	Vehicle Maintenance		
	Software Purchase/License		
	Travel		
	Training		
	Other (Please specify)		
	Other (Please specify)		
	Other (Please specify)		
	Other (Please specify)		
	Other (Please specify)		

REVENUE - Use the categories below, as appropriate, to outline Revenue in this proposal. If needed, add

SECTION C	REVENUE		
	Revenue Type	Monthly or Annual Estimate	Description (Source)
	Fund Raising/Donations		
	Other (Please specify)		
	Other (Please specify)		

TOTAL ANNUAL COST PROPOSAL

SECTION D	TOTAL ANNUAL COST PROPOSAL
-----------	----------------------------

RFP2000004044

Attachment C

culated and how the positions or services will be utilized to support this contract.

Annual Position Salary	ESTIMATED ANNUAL COST	Cost Narrative
\$ 104,000	\$ 104,000	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
PERSONNEL SUBTOTAL	\$ -	
ositions.		
Description (Health Insurance, etc.)		
	\$	
	\$	
PERSONNEL TOTAL	\$ -	Calculation: Personnel Subtotal + Fringe + Payroll Taxes = Total Personnel
ategories.		
Description	ESTIMATED ANNUAL COST	
	\$	
	\$	

Adolescent Detox & Crisis Residential

Year Two and Subsequent Years

BUDGET DETAILS

The Narrative for the Cost Proposal (second tab) should include details of how these costs were calculated for the contract. Thank you.

EXPENSES - Please complete Sections A & B

SECTION A PERSONNEL Provide the data in the columns and rows below for each position title required to complete the proposed service. Do not include employee names.				
	Position Title (add rows as necessary)	# of Positions	Indicate Full Time, Part Time	Hourly Pay Rate
	<i>example: Director</i>	1.0	Full Time	\$ 50.00
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
	FRINGE BENEFITS AND PAYROLL TAXES			
	If needed, please add lines to demonstrate the calculation of fringe and payroll taxes for Full Time and Part Time p			
		Category	% Rate	
		Fringe Benefits	0.0%	
		Payroll Taxes	0.0%	
SECTION B OPERATING Use the categories below, as appropriate, to outline operational costs in this proposal. If needed, add or delete ca				
	Category	Monthly or Annual Rate		
	Rent/Mortgage			
	Utilities/Maintenance			

	Program Costs		
	Financial Services		
	Insurance		
	Equipment Purchase/Lease		
	Supplies		
	Food		
	Telecommunications		
	Printing/Copying		
	Postage		
	Vehicles		
	Vehicle Maintenance		
	Software Purchase/License		
	Travel		
	Training		
	Other (Please specify)		
	Other (Please specify)		
	Other (Please specify)		
	Other (Please specify)		
	Other (Please specify)		

REVENUE - Use the categories below, as appropriate, to outline Revenue in this proposal. If needed, add

SECTION C	REVENUE		
	Revenue Type	Monthly or Annual Estimate	
	Fund Raising/Donations		
	Other (Please specify)		
	Other (Please specify)		

TOTAL ANNUAL COST PROPOSAL

SECTION D	
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RFP2000003931

RFP2000004044

Attachment C-1

culated and how the positions or services will be utilized to support this

Annual Position Salary	ESTIMATED ANNUAL COST	Cost Narrative
\$ 104,000	\$ 104,000	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	
PERSONNEL SUBTOTAL	\$ -	
ositions.		
Description (FICA, Health Insurance, etc.)		
	\$	
	\$	
PERSONNEL TOTAL	\$ -	Calculation: Personnel Subtotal + Fringe + Payroll Taxes = Total Personnel
tegrities.		
Description	ESTIMATED ANNUAL COST	
	\$	
	\$	

Calculation:
Section A + Section B
= Total Expenses

l or delete categories.

Description (Source of Revenue)	ESTIMATED ANNUAL REVENUE	
	\$	
	\$	
	\$	
	\$	
TOTAL REVENUE	\$ -	

Calculation:
Total Expenses - Total Revenue
= Total Annual Cost Proposal

RFP 2000003931 Adolescent Detox and Crisis Residential Reporting & Invoice Schedule			
Report Name	Due on	Due to	Email
Admission and Discharge Forms for NVRPO (see tabs in workbook)	Within 24 hours of admission/discharge	Wendy Rose	wendy.rose@fairfaxcounty.gov
Weekly Activity Report for 3.5 and 3.7 Level of Service (see tabs in workbook)	Due each Monday	Wendy Rose	wendy.rose@fairfaxcounty.gov
OAA Data Report as requested	As requested	Wendy Rose	wendy.rose@fairfaxcounty.gov
DBHDS Region 2 Utilization Management (UM) Report (format and data elements TBD)	The 10th of each month	Wendy Rose	wendy.rose@fairfaxcounty.gov
Invoice - Invoice should include: Contractor Name and Contact Information, Invoice #, Date of Invoice, Dates of Services Invoiced, Total Due, Due Date, Terms, Level of Service, Bed Day Rate, Service Location, Purchase Order #, Contract #, Vendor # and Contract Item Description (Regional Opioid Abatement Residential)	The 10th of each month (NVRPO pays Net 30)	CSB NVRPO Invoices	CSBNVRPO@fairfaxcounty.gov

Key:

CSB = Community Services Board

DBHDS = VA Dept of Behavioral Health and Developmental Services

NVRPO = Northern VA Regional Project Office or DBHDS Region 2

OAA = Opioid Abatement Authority

Admission Form	
To be completed by the Admitting Staff	
Individual Name:	
DOB:	
Gender Assigned at birth:	
Gender Identity:	
SSN:	
Street Address:	
City:	
State:	
Zip Code:	
County of Residence:	
Admission Date:	
Race:	
Hispanic Origin:	
Pregnant (Y/N):	
Parent/Guardian:	
Legal Status (voluntary or court-ordered):	
Military Status:	
Level of Service: (3.5, 3.7 or Crisis Stab)	
Staff Completing Admission:	

Adolescent Detox & Crisis Residential

ent to NVRPO within 24 hours of client admission

[illegible]

Adolescent To be sent to NV	
Individual Name:	
DOB:	
Level of Service Discharging From (3.5, 3.7 or Crisis Stab):	
Discharge Date:	
Discharge Disposition:	

- Key of Discharge Dispositions:**
- 1 - Treatment Completed Successfully
 - 2 - Treatment Incomplete - Administratively Discharged
 - 3 - Treatment Incomplete - Individual Died
 - 4 - Treatment Incomplete - Non-Compliance
 - 5 - Treatment Incomplete - Against Medical Advice
 - 6 - Treatment Incomplete - Other
 - 7 - Incarceration

Detox and Crisis Residential

RPO within 24 hours of client discharge

[illegible]

0

Weekly Staffing		
Staffing	Contracted FTEs	Hired FTEs
Total Staffing Plan		
Medical		

Clinical		
Operational		

Adolescent Detox & Crisis Residential Week

[illegible]

0

Count
% of Contracted
#DIV/0!
#DIV/0!

#DIV/0!
#DIV/0!

ly Report 3.5

[illegible]

[illegible]

[illegible]

0

0

Weekly Staffing Count			
Staffing	Contracted FTEs	Hired FTEs	% of Contracted
Total Staffing Plan			#DIV/0!
Medical			#DIV/0!
Clinical			#DIV/0!
Operational			#DIV/0!

Residential Weekly Report 3.7

[illegible]

0

0

Weekly Staffing		
Staffing	Contracted FTEs	Hired FTEs
Total Staffing Plan		
Medical		

Clinical		
Operational		

Fluorescent Detox & Crisis Residential Weekly Repo

[illegible]

0

Count
% of Contracted
#DIV/0!
#DIV/0!

#DIV/0!
#DIV/0!

rt Crisis Stabilization

[illegible]

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT**

This Business Associate/Qualified Service Organization Agreement ("Agreement") is entered into this [REDACTED] day of [REDACTED] 20 [REDACTED], by and between Fairfax County, doing business as the Fairfax-Falls Church Community Services Board ("CSB" or "Covered Entity"), and [REDACTED] ("Business Associate"), as defined in Section 1.1 below.

RECITALS

- A. Fairfax County is a Hybrid Covered Entity. The County's covered components, including the CSB, are subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The CSB is also a "Part 2 Program," as defined by and the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2, Subpart A through Subpart E, ("42 CFR Part 2"). The CSB provides services to residents of Fairfax County, the City of Falls Church, the City of Fairfax, the Town of Vienna, the Town of Herndon, the Town of Clifton, the George Mason University campus, and the Northern Virginia Community College campus.
- B. Business Associate [REDACTED].
- C. The parties desire to enter into this Agreement regarding the use and/or disclosure of Protected Health Information ("PHI") as required by HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the "HITECH Act"), and their implementing regulations, including the Federal Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), and 42 CFR Part 2.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINED TERMS.

- 1.1. Defined Terms. Capitalized terms used, but not otherwise defined in this Agreement, have the same meaning given to such terms in HIPAA, the HITECH Act, or the implementing regulations promulgated there under, including but not limited to the Privacy and Security Rules at 45 C.F.R. Part 160 and 45 C.F.R. Part 164. For purposes of this Agreement,
 - (a) "Covered Entity" means the CSB, and any Affiliate, and shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and the term "Part 2 program" defined in 42 C.F.R. § 2.11;
 - (b) "Business Associate" means [REDACTED] in reference to this Agreement, and shall have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and the term "qualified service organization" as defined in 42 C.F.R. § 2.11;
 - (c) "Affiliate" means any entity that Controls, is under the Control of, or is under common Control with, the Covered Entity; "Affiliate" also means any entity that Controls, is under the Control of, or is under common Control with the Business Associate;
 - (d) "Control" or "Controls" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity;

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT**

- (e) "Protected Health Information" or "PHI" means individually identifiable health information that is: transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium. This term also refers to the Protected Health Information relating to Clients of the CSB, and includes Patient Identifying Information as defined by 42 C.F.R. § 2.11;
- (f) "Client" refers to patients and other individuals who receive and have received services from the Covered Entity, and for whom the Covered Entity maintains any PHI.

2. BUSINESS ASSOCIATE OBLIGATIONS.

- 2.1. Business Associate Status. Business Associate acknowledges and agrees that it is a "business associate" as defined by the Privacy and Security Rules.
- 2.2. Business Associate's Use or Disclosure of PHI. Business Associate may use or disclose PHI only *[as necessary to perform the services set forth in the parties' Contract] OR [for the purpose of]*, and only to the extent such use or disclosure of PHI (a) would not violate the Privacy Rule if done by the CSB, (b) is reasonably limited to the minimum necessary information to accomplish the intended purposes of the use or disclosure; (c) is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e); (d) is in compliance with the HITECH Act and its implementing regulations; and (e) is in compliance with 42 CFR Part 2. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or by applicable law.
- 2.3. Safeguards for Protection of PHI.
- (a) Business Associate will use appropriate safeguards to prevent use and/or disclosure of PHI other than as provided for by this Agreement.
 - (b) Business Associate will comply with applicable Security Rule provisions set forth at 45 C.F.R. Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 C.F.R. §164.306), Administrative Safeguards (45 C.F.R. § 164.308), Physical Safeguards (45 C.F.R. § 164.310), Technical Safeguards (45 C.F.R. § 164.312), Organizational Requirements (45 C.F.R. §164.314) and Policies and Documentation (45 C.F.R. § 164.316), and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of the CSB.
 - (c) To the extent Business Associate is to carry out an obligation of the CSB under the Privacy Rule provisions set forth at 45 C.F.R. Part 164, Subpart E as directed by the CSB pursuant to the terms of this Agreement, Business Associate will comply with the requirements of the Privacy Rule that apply to the CSB in the performance of such obligation.
 - (d) To the extent Business Associate includes information received from the CSB in research reports, such information may only be published in aggregate form in which PHI has been rendered non-identifiable such that the information cannot be re-identified.

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT**

- (e) To the extent Business Associate receives, stores, processes, or otherwise deals with substance use disorder patient records, it is fully bound by 42 CFR Part 2, including the requirement to resist any efforts to obtain access to PHI related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by 42 CFR Part 2. PHI protected by 42 CFR Part 2 may be disclosed only back to the CSB and may only be used as authorized by this Agreement or 42 CFR Part 2.
- (f) Business Associate will retain records in compliance with applicable record retention laws and will comply with applicable record security provisions of 42 C.F.R. § 2.16 for the maintenance and destruction of PHI contained in substance use disorder patient records.

2.4. Notification.

- (a) Business Associate will promptly report to Fairfax County's HIPAA Compliance Officer any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. This includes, but is not limited to, reporting breaches of Unsecured Protected Health Information as required at 45 C.F.R. 164.410.
- (b) Business Associate will report to Fairfax County's HIPAA Compliance Officer any Security Incident of which it becomes aware, in the following time and manner:
 - i. any actual, successful Security Incident will be reported in writing within three (3) business days of the Business Associate's discovery of such actual, successful Security Incident.
 - ii. For any actual, successful Security Incident, or for any attempted, unsuccessful, Security Incident of which Business Associate becomes aware, Business Associate shall promptly complete a breach assessment tool (Appendix A) and provide the completed assessment to Fairfax County's HIPAA Compliance Officer within three (3) business days of completion.
- (c) Subject to any law enforcement delay required under 45 C.F.R. § 164.412, Business Associate will report to Fairfax County's HIPAA Compliance Officer in writing any Breach of Unsecured PHI within three (3) business days of discovery, and any such report shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of any such potential Breach, together with such other information regarding the potential Breach as is known to Business Associate at the time such report is made (such as the type of PHI involved in the event, the nature of the information accessed, acquired or disclosed, etc.) or promptly thereafter as such other information becomes available.
 - i. The CSB may require Business Associate to provide Notice to Individuals affected by a Breach caused by Business Associate, as required by 45 C.F.R. § 164.404. If the CSB provides the required Notice to Individuals as a result of Business Associate's Breach, the CSB reserves the right to be reimbursed by Business Associate all direct and indirect costs related to providing such Notice.

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT**

- 2.5. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or as the result of any Security Incident known to Business Associate.
- 2.6. Cooperation. Business Associate will work cooperatively with the CSB in connection with the CSB's investigation of any Breach and in connection with any notices the CSB determines are required as a result.
- 2.7. Subcontractors. Business Associate will ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply through the applicable Engagement and this Agreement to Business Associate with respect to such PHI.
- 2.8. Client Rights Regarding PHI. The Privacy Rule grants Clients certain rights with regard to the PHI maintained in a "Designated Record Set" (as such term is defined in 45 C.F.R. § 164.501) about them. The CSB hereby agrees that the PHI provided to Business Associate shall not constitute a Designated Record Set or shall be limited to duplicates of information maintained in a Designated Record Set by the CSB. However, to the extent Business Associate maintains PHI for an Individual in a Designated Record Set, Business Associate shall provide access to such PHI to the CSB or, as directed by the CSB, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall document disclosures of PHI and such information related to such disclosures as would be required for the CSB to respond to a request by a Client for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to the CSB), and shall provide such information to the CSB promptly upon written request by the CSB. Business Associate shall notify the CSB promptly if Business Associate receives a request from a Client to access, amend or receive an accounting of disclosures of Client's PHI.
- 2.9. Books and Records.
- (a) If Business Associate receives a request from the Secretary of Health and Human Services (the "Secretary") that Business Associate make available its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the CSB, to the Secretary for purposes of determining The CSB's compliance with the Privacy Rule, Business Associate shall promptly notify the CSB that it has received such a request. Upon Business Associate's receipt of a written directive to do so from the CSB, Business Associate will make the relevant internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary.
 - (b) Nothing in this section shall be construed to require Business Associate to disclose or produce to the Secretary communications that are subject to attorney-client privilege held by Business Associate with respect to legal advice it seeks from other legal counsel. Although Business Associate and the CSB are making a good faith effort to achieve conformance of these terms and conditions with the requirements of applicable law, the CSB acknowledges that Business Associate has not represented or warranted to the CSB, that these terms and conditions, including the procedures outlined in this paragraph, will be deemed by the Secretary or a court to satisfy the requirements of the Privacy and Security Rules or the HITECH Act.

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT**

- (c) Fairfax County's HIPAA Compliance Officer may make a written request that Business Associate make available its internal HIPAA documents and records, whether in hardcopy or electronic form, to the County for purposes of determining Business Associate's compliance with HIPAA. For purposes of this BAA, "internal HIPAA documents and records" means HIPAA policies and procedures, risk assessments, training records, electronic systems, and other practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Fairfax County. Upon Business Associate's receipt of the written request, Business Associate will make the relevant internal records available to Fairfax County's HIPAA Compliance Officer.

2.10. Use or Disclosure for Business Associate Administration.

Except as otherwise limited by the terms of this Agreement:

- (a) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and
- (b) Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.11. Reporting of Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the Privacy Rule.

3. OBLIGATIONS OF COVERED ENTITY.

- 3.1. Notice of Privacy Practices. As applicable, the CSB shall notify Business Associate in writing of any and all limitations in its notice of privacy practices or its policies or procedures to the extent that any such limitation may affect Business Associate's use or disclosure of PHI.
- 3.2. Notice of Modifications. The CSB shall notify Business Associate in writing of any changes in, or revocation of, an authorization or other permission by a Client to use or disclose PHI to the extent that such change or revocation may affect the use or disclosure of PHI by Business Associate or its subcontractors.
- 3.3. Special Restrictions. The CSB shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that the CSB has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.4. Scope of Requests for Use or Disclosure. Except for the uses and disclosures of PHI contemplated by Sections 2.2 and 2.10 above, the CSB shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act, their implementing regulations, or 42 CFR Part 2, if done by the CSB.

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT**

4. TERM AND TERMINATION.

- 4.1. Term. This Agreement shall be effective on the date first written above, and shall expire upon termination of the parties' underlying Contract OR [].
- 4.2. Termination by Covered Entity. Upon the CSB's becoming aware of a breach of this Agreement by Business Associate, the CSB shall provide written notice of and an opportunity for Business Associate to cure the breach or end the violation of the Agreement. If the breach is not cured or the violation is not terminated within forty-five (45) days of the date of such notice the CSB may terminate this Agreement. Multiple breaches of this Agreement or violations by the Business Associate may result in termination of this Agreement with thirty (30) days' notice to Business Associate and without an opportunity to cure any further breach or violation.
- 4.3. Return of PHI. Upon any termination, expiration or non-renewal of this Agreement, Business Associate will return or, at the request and expense of the CSB, destroy any PHI that Business Associate, its agents, or subcontractors then maintains in any form. If, however, Business Associate or the CSB determine that such return or destruction is not feasible, such PHI will not be returned or destroyed and Business Associate will remain bound by the provisions of this Agreement as to such retained PHI until such PHI is returned to the CSB or destroyed.

5. MISCELLANEOUS

- 5.1. Notices. Any notice required or permitted under this Agreement will be given in writing to:

the Covered Entity at:

Tanya Bullock, HIPAA Compliance Officer
12000 Government Center Parkway, Suite 553
Fairfax, VA 22035
Phone: (703) 324-2164

to the Business Associate at:

[Redacted]

[Redacted]

Notices will be deemed to have been received upon actual receipt, one business day after being sent by overnight courier service, or five (5) business days after mailing by certified or priority mail, whichever occurs first.

- 5.2. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles.
- 5.3. No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third party.
- 5.4. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT**

- 5.5. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.
- 5.6. Amendments. This Agreement may not be modified in any respect other than by a written instrument signed by both parties.
- 5.7. Assignment. This Agreement is not assignable by either party without the other party's written consent.
- 5.8. Renegotiation. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, HIPAA, the Privacy and Security Rules, the HITECH Act, regulations promulgated pursuant to HIPAA or the HITECH Act, and 42 CFR Part 2.
- 5.9. Regulatory and Statutory References. Any reference in this Agreement to HIPAA, the HITECH Act, the Privacy Rule the Security Rule, other regulations implementing HIPAA or the HITECH Act, or 42 CFR Part 2 shall mean such statute or regulation as in effect at the time of execution of this Agreement or, if and to the extent applicable, as subsequently updated, amended or revised.
- 5.10. Interpretation. Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA and 42 CFR Part 2.
- 5.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.12. Scope and Effect of Agreement. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes and replaces, from the date of this agreement, all other prior discussions, representations, agreements and understandings of every kind or nature, whether oral or written, with respect to the subject matter here of, including without limitation each previously existing business associate agreement, if any, between Business Associate and the Covered Entity.
- 5.13. Survival. The provisions of Section 4.3 and Section 5 shall survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates written below.

(Business Associate)

Fairfax County
(Covered Entity)

By: _____

By: _____

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

Opioid Abatement Authority Terms and Conditions

A. Use of Funds:

1. CONTRACTOR agrees that it will use the contract funds only to carry out the activities described in the Contract and in compliance with Virginia Code § 2.2-2370, Opioid Abatement Authority (OAA) regulations, and OAA Guidance. CONTRACTOR also agrees that it will adhere to any approved budget or scope of work provided in connection with this Contract.
2. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this Contract; or (2) that are determined by the County or the OAA to have been misused; and have not been repaid by recipient shall constitute a debt to the Opioid Abatement Fund.
3. Any debts determined to be owed the Opioid Abatement Fund must be paid promptly by the CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in the OAA's initial written determination for payment, unless other satisfactory arrangements have been made. The OAA will take any actions available to it to collect such a debt.

B. Certification by Contractor: By executing this Contract, CONTRACTOR certifies that:

1. CONTRACTOR's primary mission does not conflict with the OAA's mission as defined in Virginia Code § 2.2-2366.
2. CONTRACTOR has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project.
3. CONTRACTOR certifies, by execution of the Contract, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

C. Costs: Direct Costs are allowed only as specified in the OAA's Grant Award Terms and Conditions for Cooperative Partnerships of Cities and Counties.

1. Direct Costs are any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project's measurable activities. Direct costs include but are not limited to salaries, travel, equipment and supplies directly connected to the project.
2. Indirect Costs may not be paid for with OAA grant funds. Loosely defined administrative costs are considered indirect costs and therefore not allowed.

D. Maintenance of Records & Audit: CONTRACTOR will retain all books, records, and other documents relative to this award for five (5) years after final payment, or until final payment period is audited by the Commonwealth of Virginia, whichever is sooner. CONTRACTOR agrees to grant the County, the OAA, their respective authorized agents, and/or State auditors full access to and the right to examine any of said materials during the period that records must be maintained. CONTRACTOR will comply with all reporting and auditing requirements, as applicable to CONTRACTOR, related to these funds as set forth by the Auditor of Public Accounts.

E. Nondiscrimination: CONTRACTOR will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If CONTRACTOR is a faith-based organization, CONTRACTOR will not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds are subject to audit by the public body.

F. E-Verify: CONTRACTOR agrees that pursuant to Virginia Code § 2.2-4308.2, registration and use of federal employment eligibility verification program is required as set forth below:

1. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated

Opioid Abatement Authority Terms and Conditions

by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

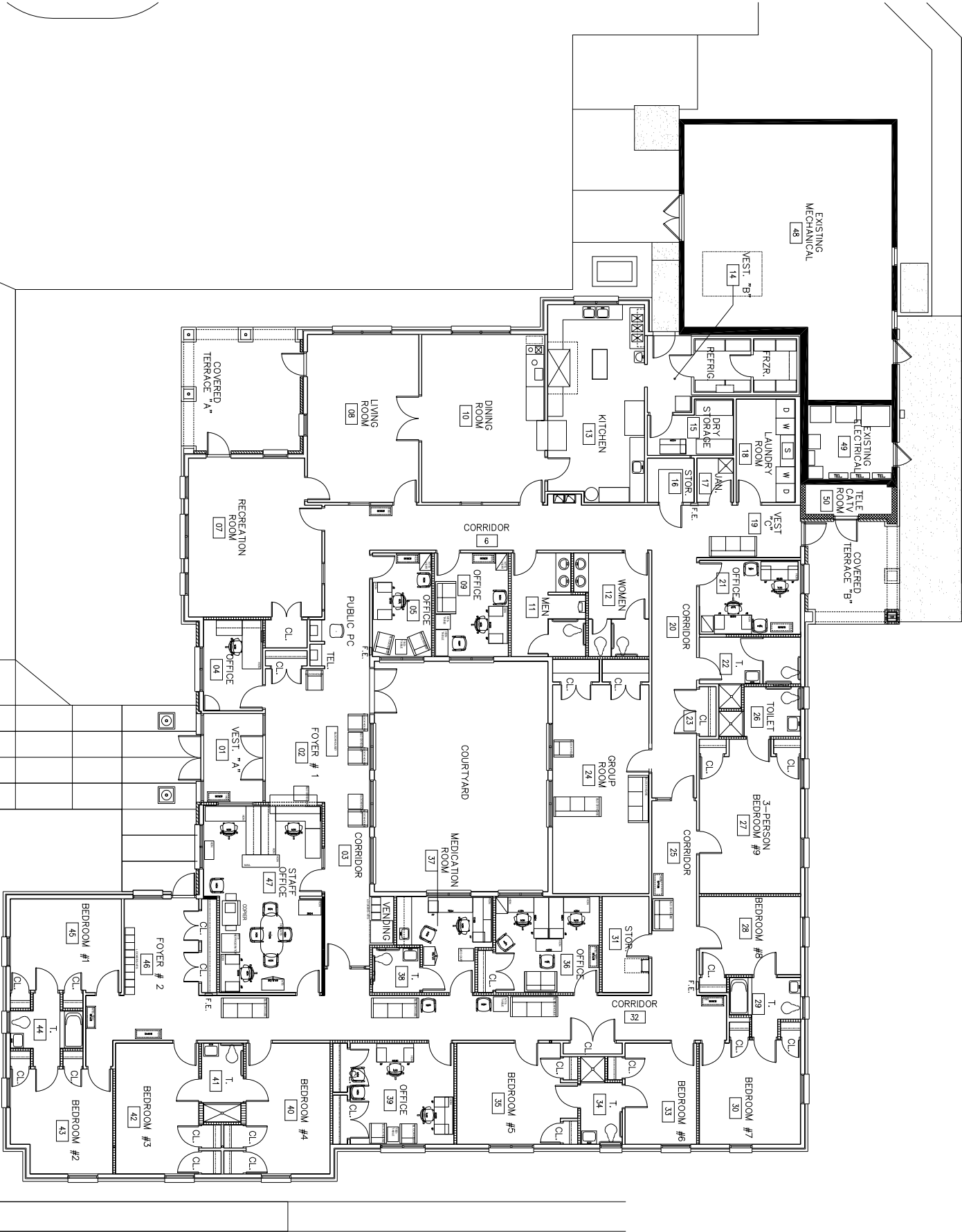
2. Any CONTRACTOR with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 pursuant to this CONTRACT will register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.
 3. Any such CONTRACTOR that fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.
- G. **Program Fraud, False or Fraudulent Statements, and Related Acts:** Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. CONTRACTOR understands that making false statements or claims in connection with this Contract is a violation of Virginia Code § 18.2-498.4 and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state awards or contracts, and/ or any other remedy available by law.
- H. **Interest of Members of Congress**
No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.
- I. **Protections for Whistleblowers.** CONTRACTORs will comply with Virginia Code § 2.2-3009, *et seq.* (The Fraud and Abuse Whistleblower Protection Act). (Code of Virginia [§2.2-3009](#) *et seq.*)
1. CONTRACTOR may not discharge, threaten, or otherwise discriminate or retaliate against a whistle blower whether acting on his own or through a person acting on his behalf or under his direction.
 2. CONTRACTOR may not discharge, threaten, or otherwise discriminate or retaliate against a whistleblower, in whole or in part, because the whistle blower is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing, or inquiry by an appropriate authority or in a court action.
 3. CONTRACTOR must post notices and use other appropriate means to notify employees and keep them informed of the protection and obligations set forth in the provisions of Virginia Code § 2.2-3009, *et seq.*
- J. **Conflict of Interest.** CONTRACTOR understands and agrees if subcontractors are used in fulfilling CONTRACTOR's obligations under the Contract, the CONTRACTOR must maintain a conflict of interest policy consistent with Virginia Code § 2.2-3100 *et. seq.* and that such conflict of interest policy is applicable to each activity funded under this contractor. CONTRACTOR must disclose in writing to the County any potential conflict of interest affecting the awarded funds.
- K. **Remedial Actions.** If the OAA imposes additional conditions on the County regarding the receipt of a subsequent tranche of future award funds, if any, or takes other available remedies the CONTRACTOR will be bound by those additional conditions or remedies, as applicable.
- L. **Disclaimer.** The OAA expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

The acceptance of this award by Contractor does not in any way constitute an agency relationship between the United States and Contractor.

FOR COMPLETION BY CONTRACTOR:

Legal Name: Click or tap here to enter text.

City and Zip: Click or tap here to enter text.



**LICENSE AGREEMENT
COUNTY OF FAIRFAX
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT dated _____ is between the **Board of Supervisors of Fairfax County**, located at 12000 Government Center Parkway, Fairfax, Virginia 22035 hereafter referred to as the "County" and *****, Virginia ***** hereafter referred to as "Licensee".

WHEREAS, the County desires to license to the Licensee certain County owned premises pursuant to providing services under ***** **Contract #******* between the County and the Licensee expiring ***** ("the Contract").

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration stated herein, the parties mutually agree to the following terms and conditions:

1. LOCATION OF PREMISES/PROPERTY:

- a. The Property, located at ***** is owned by the County. Licensee shall have access to the Property, specifically **Suite ****** which consists of approximately **** **square feet of rentable floor area** ("the Premises").
- b. It is agreed that by occupying the Premises, Licensee acknowledges that it has had full opportunity to examine the Premises and the Property and accepts the Premises "AS IS". This License Agreement does not grant any right to light or air over or about the Premises.
- c. Licensee agrees to confine its use of the Premises and the Property to the areas specifically described in this License Agreement and any common areas within the Property necessary for entering or leaving the Premises, which is limited to hallways, stairways, doorways, elevators and restrooms. Licensee agrees not to use, occupy or obstruct any room or any area of the Property not specifically licensed to the Licensee.

2. TERM:

- a. The term of this License Agreement shall run concurrently with the term of the Contract and its amendments. This License Agreement shall be automatically renewed at any time the Contract is renewed, with all covenants and conditions remaining the same, unless written notice of termination of this License Agreement is given by either party 60 days prior to the end of the then current Contract term, and in this event, this License Agreement shall terminate at the end of the then current Contract term. Should this Licensee be relocated to another facility, this License Agreement shall terminate automatically after Licensee vacates the Property per Section 15 – SURRENDER OF POSSESSION of this License Agreement. Unless specified in the Contract, the County is not responsible for relocating or finding an alternative location for occupancy by Licensee upon termination of this License Agreement.
- b. This License Agreement may be extended for an additional period of 120 days at the option of the County in the event the Contract is not fully executed prior to the end of the then current Contract term.

3. USE: Licensee warrants that the Premises will be used lawfully and agrees to abide by all the provisions for services described in the Contract.

- a. The Premises will be used during the hours from 8:00 a.m. until 4:30 p.m., Monday through Friday.
- b. The Premises will follow Fairfax County's inclement weather policy related to closures and delayed openings and will also close for Fairfax County Observed Holidays (the "Holidays"). For purposes herein, the Holidays shall include New Year's Day, Martin Luther King, Jr. Day, George

Washington's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Election Day, Veterans' Day, Thanksgiving, Day After Thanksgiving, Christmas Day.

- c. The Premises shall be used by the Licensee solely for the performance of the services set forth in the Contract and for incidental purposes related to performance of such services during the term of the Contract.

4. **DEFAULT:**

- a. If either party fails to perform the covenants, conditions, and agreements herein contained within thirty (30) days following receipt of written notice of such failure (provided, however, such cure period shall be extended as needed if such failure is not capable of correction within thirty (30) days and the defaulting party commences to correct the failures within the initial thirty (30) days and thereafter continuously and diligently prosecutes the cure to completion), then the other party shall have the option to terminate the License effective upon the thirtieth (30th) day following the day receipt by the defaulting party of written notice of the exercise of the termination right for default.
- b. Upon receipt of the notice of termination by default from the County, Licensee shall cease its operations on the Premises by close of business on the date of termination and vacate the Premises by close of business on such date of termination. Further, the County is authorized, with or without process of law, to repossess the Premises, and should Licensee fail to vacate the Premises as provided herein, the County is authorized to enter onto the Premises, and to expel and remove Licensee, together with all property of every kind belonging to Licensee.

5. **PARKING:** Parking of vehicles at the Property shall be at the Licensee's own risk and in accordance with applicable County parking policies. Licensee will require all deliveries to be made only in areas designated by the County.

6. **MODIFICATION AND REPAIRS:**

- a. Licensee will not be permitted to make any improvement or modification impacting the exterior or structural elements of the Premises. Licensee may make improvements to the interior of the Premises after first obtaining prior written approval from the County. Licensee will submit plans and specifications for approval to their contracted County agency. Approval of improvements or modifications will not be unreasonably withheld.
- b. If Licensee is approved to make any improvements or modifications, the improvements and/or modifications shall be and remain the sole property of the County at the termination of this License Agreement. Licensee agrees that the County may, at its sole and absolute discretion, require such improvements and/or modifications to be removed and the Premises restored to original condition, with such removal and restoration to be at the Licensee's expense.
- c. Licensee shall not place any of its organizational lettering, signs or objects on doors, windows or outside walls of Premises without written approval of the County. No signs shall be visible through or on windows.
- d. Licensee shall not, without the prior written approval of the County, paint, paper, decorate, or drive nails into, deface or injure the walls, ceiling, woodwork, or floors of Premises, install any electrically or mechanically operated equipment (including air conditioners) in the Premises.
- e. Licensee shall be responsible for repairs or maintenance necessitated by the negligence of the Licensee, its agents, guests or invitees. All damage to the Premises caused by the Licensee or its agents, guests or invitees shall be repaired promptly by or at the expense of the Licensee.
- f. Any renovation or improvements made or obtained by Licensee are made at Licensee's sole risk and expense, and the County shall not be held responsible for any claims for injury or loss of property due to renovation or improvements made by or for Licensee.

- g. Any movable partition, trade fixtures, floor covering, or equipment installed in the Premises at the Licensee's expense shall remain the property of the Licensee and may be removed by the Licensee.

7. **SERVICES PROVIDED BY THE COUNTY:**

- a. County will provide utilities to the Premises for normal business operations described in the Contract. However, the County shall not be liable for failure to furnish any of these utilities when such failure is caused by conditions beyond the control of the County.
 - 1) Electrical service for normal business operations. Licensee shall not connect any additional fixtures, appliances or equipment to the Premises electrical system or make any alteration to the system, without the County's written approval.
 - 2) Heat and Air Conditioning. Heat and Air Conditioning will be provided daily to maintain comfortable occupancy of the Premises under normal business conditions.
 - 3) Water. Cold water for drinking, lavatory and toilet purposes and hot water for lavatory purposes at reasonable temperatures.
- b. County will provide full maintenance to the Premises during the term of this License Agreement to include, but not limited to custodial, plumbing, electrical, sewer and water systems, grass cutting, and repair to the doors, windows and roof, provided that the required maintenance is not caused by the negligence of the Licensee, its agents, guests or invitees. Snow and ice removal, sanding or salting of the driveway, walks and parking areas are performed according to the Fairfax County Maintenance & Stormwater Management Division's priority schedule.
- c. County will provide Licensee with contractor proxy cards for access to the Premises and Property for the hours designated in Section 3.a. Licensee is responsible for the collection and return to Licensee's contracted agency the proxy card(s) from (1) any employee who is terminated or resigns or (2) from all its employees at the termination of this License Agreement.
- d. Normal building services may not be available during the Holidays.

8. **LIABILITY AND INSURANCE:**

- a. Liability for damage to Personal Property and Person. All personal property of the Licensee (including its employees, business invitees, customers, clients, etc.), its agents, family members, guests or trespassers, in and on the Premises, shall be and remain at the sole risk of the Licensee and the County shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or bursting, leaking, overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The County shall not be liable for any personal injury to the Licensee (including employees, business invitees, customers, clients, etc.), its agents, family members, guests or trespassers arising from the use, occupancy and/or condition of the Premises.
- b. Liability Insurance. Licensee will maintain commercial general liability insurance or other insurance as required by the Contract. The policy shall expressly provide that it is not subject to invalidation of the County's interest by reason of any act or omission on the part of the Licensee. The limits of the insurance will not limit the liability of the Licensee.
- c. Licensee's Insurance Policies. Insurance carried by Licensee shall be in accordance with the provisions of the solicitation or the Contract.
- d. Indemnification. Licensee agrees to indemnify and hold harmless the Board of Supervisors of Fairfax County, its officers, agents and all employees and volunteers from any and all claims for property damage, death, bodily injuries and personal injuries, including cost of investigation, all

expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the Licensee, including his agents, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy and condition of the Premises.

9. **RESPONSIBILITIES OF LICENSEE:**

- a. Licensee agrees not to injure or deface or suffer to be injured or defaced the Premises or any part of the Property and to promptly replace or repair any damages to the Premises, other than damage to structural portions, caused by the negligence of the Licensee, its agents, guests or invitees.
- b. Licensee agrees to keep the Premises in good order and condition at all times and to notify the County of any defects in or damage to the structure, equipment, or fixtures of the Premises within 24 to 48 hours.
- c. Licensee agrees not to keep gasoline or any other flammable material or any explosive material in or near the Premises. Licensee will not allow any equipment or practice that might void insurance coverage on the Premises.
- d. Licensee agrees to take appropriate measures to conserve and efficiently use energy and other resources such as heat, water and utilities.
- e. Licensee agrees not to allow on the Premises any illegal, unlawful or improper activity which will be noisy, boisterous or in any manner constitute a nuisance to adjacent properties.
- f. Licensee agrees to supervise and conduct its activities in such a manner as to insure no disruption to the enjoyment and possession of other occupants of the Property.
- g. Licensee agrees not to obstruct or use the sidewalks, passages, and stairways and any other parts of the Property which are not occupied by the Licensee for any other purpose than entering and exiting the Premises.
- h. Licensee shall be responsible for making a reasonable effort to secure the Premises and the equipment held within the Premises. Licensee will be responsible for all of its equipment stored in the cited Premises.
- i. Licensee agrees to adhere to the County's Smoking Policy. Smoking is prohibited in all County buildings, within 50 feet of all public accessible entrances and 15 feet of all other entrances.
- j. Licensee agrees to adhere to the County's policy ensuring animals (except service animals) are prohibited from entering all County buildings.
- k. Licensee agrees to participate in any emergency (e.g., fire, earthquake, tornado, etc.) drills, scheduled or unscheduled, and any lockdowns resulting from countywide safety alerts.

10. **DAMAGE BY FIRE OR CASUALTY:** If the Premises or any essential part of the Premises is destroyed or damaged by fire or other casualty, so as to render it unfit for the use for which licensed, and the County, at its option, determines that use of the Premises as required under the Contract shall cease, the County shall be entitled to terminate this License Agreement upon 15 days written notice. If the County elects to terminate this License Agreement, the County shall not have the obligation to secure an alternative premises for occupancy by the Licensee or for the Licensee's provision of services under the Contract unless the Contract specifically requires that the County provide this space to Licensee. The County shall have the right, at its option, to repair such destruction or damage and Licensee shall, when the Premises is rendered fit for purposes for which it was licensed, continue to use the Premises as provided in this License Agreement.

11. **WAIVER:** The County shall not be liable for and the Licensee releases the County and its agents, employees, volunteers, contractors, and waives all claims for, damage to person or property sustained by

the Licensee or any occupant of the Premises resulting from the Premises or any equipment or appurtenance becoming out of repair, or resulting from an accident at the Property, or resulting directly or indirectly from any act or neglect of any Licensee or occupant of the Property.

12. **NOTICE OF DEFECTS:** Licensee shall give the County prompt written notice of accidents or defects on or about the Premises or damages to the Premises.
13. **INTEREST IN PROPERTY:** Nothing in this License Agreement shall be interpreted to create anything other than a License and shall specifically not create any right, title or interest in property nor shall it create an easement.
14. **COMPLIANCE WITH LAWS:** Licensee agrees to abide by the laws of the Commonwealth of Virginia and Fairfax County in the performance of its services.
15. **SURRENDER OF POSSESSION:** In the event the Contract expires or is terminated Licensee agrees to remove all its goods, equipment and effects from the Premises and shall leave the Premises in a clean condition reasonably acceptable to the County. All fixed or permanent equipment and supplies on the Premises upon execution of this License Agreement and all fixed or permanent equipment and supplies purchased by the County are the property of the County and are to remain on the Premises.
16. **ASSIGNMENT:** Licensee **shall not** transfer or assign this License Agreement, **nor sublet** any part of the Premises without the written consent of the County.
17. **RULES AND REGULATIONS:** Licensee and its agents and employees shall abide by and observe such reasonable rules and regulations as may be promulgated from time to time by the County for the operation and maintenance of the Property.
18. **TERMINATION OF LICENSE:** This License Agreement may be terminated at the end of the then current Contract term by either party providing notice to the other party as stated in Section 2. Licensee will be required to vacate the property cited in 6.g. by close of business of License Agreement termination date. Expiration or termination of this License Agreement by either party shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee prior to such expiration or termination.
19. **COUNTY'S FINANCIAL OBLIGATION:** All of the County's financial obligations under this License Agreement are subject to appropriations by the County to satisfy payment of such obligations. In the event funds are not appropriated at the beginning of any fiscal year for the County's obligations under this License Agreement, then this License Agreement shall terminate on the last day of the fiscal year for which appropriations were received. The County shall furnish Licensee with written notice that funds were not appropriated by the County at least sixty (60) days prior to the beginning of the fiscal year involved.
20. **NO PARTNERSHIP:** Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture of or between the County and the Licensee.
21. **COMMON AREAS:** The County reserves the right to alter the common areas, as deemed necessary by the County in its sole discretion, so long as such alteration does not interfere with the Licensee's reasonable use of the Premises. This includes but is not limited to the parking area, grounds, common hallways, walkways, etc. and such right shall not be infringed by Licensee.
22. **TELECOMMUNICATIONS:** Licensee is responsible for the installation, operation, maintenance and repair/replacement of its own telephone, computer equipment, copier, fax machine or other office equipment (collectively, "IT Equipment") and Licensee shall pay all costs associated with the IT Equipment. Licensee may use the County's internet services ("IT Services") at no expense. Use of the County's telecommunications and networking equipment, cabling and telecommunications closets are not provided to the Licensee.

23. **SEVERABILITY**: If any clause or provision of this License Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this License Agreement, it is the intention of the parties that the remainder of this License Agreement shall not be affected thereby.
24. **ENTIRE AGREEMENT**: This License Agreement and the Contract on which it is based contain the entire agreement between the County and the Licensee. Oral statements, representations, and prior agreements not contained or referenced in this License Agreement, shall have no force or effect. This License Agreement may be modified only in writing executed by both parties.
25. **COUNTERPARTS; ELECTRONIC SIGNATURE**: This License Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

SIGNED BY:

Board of Supervisors of Fairfax County, Virginia

***** Executive Director
(Licensee)

Ellicia L. Seard-McCormick
Deputy County Executive

DATE

DATE

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

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

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

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

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

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

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

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

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

CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

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

4. **LATE BIDS & MODIFICATIONS OF BIDS:**

- a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
- b. If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.

5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.

6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.

7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.

8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.

10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <https://www.fairfaxcounty.gov/procurement/bid-tab>

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.

14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
18. **UNBALANCED BIDS:** A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

SPECIFICATIONS

19. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
21. **SPECIFICATIONS-**When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

AWARD

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

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**
Approved as of January 31, 2022

- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
 - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
23. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations
24. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.
25. **PROMPT PAYMENT DISCOUNT:**
- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
 - b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
 - c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.
- For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.
26. **INSPECTION ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
27. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

29. **TERMINATION OF CONTRACTS:** Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
- 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.
30. **TERMINATION FOR CONVENIENCE:**
- a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.
 - b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.
31. **TERMINATION OF CONTRACT FOR CAUSE:**
- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. 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 the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

- b. Termination of the Contract for Cause does not relieve the Contractor 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.
32. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
33. **SUBLETTING OR ASSIGNMENT:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its 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 its obligations or change the terms of the contract.
34. **FUNDING:** 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.
35. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
36. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
37. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
38. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
- It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
 - 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
39. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
40. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
41. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
 Approved as of January 31, 2022

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 are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

42. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

43. **SHIPPING INSTRUCTIONS – CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to ensure compliance with these instructions for items that are drop-shipped.
44. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
45. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
46. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
47. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
48. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
49. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
50. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
51. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

BILLING

52. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

53. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
54. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

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

GENERAL

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

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. 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.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

57. **SERVICE CONTRACT GUARANTY** - Contractor agrees to:

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

58. **INDEMNIFICATION:**

- a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 59, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**
Approved as of January 31, 2022

59. OFFICIALS NOT TO BENEFIT:

- a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact must be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
- 60. LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone 703-222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
- 61. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 62. COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 63. VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES**64. INELIGIBILITY:**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project ;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
 - c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.
- 65. APPEAL OF DENIAL OF WITHDRAWAL OF BID:**
- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
 - b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
 - c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.
- 66. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:**
- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
 - b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 67. PROTEST OF AWARD OR DECISION TO AWARD:**
- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.C, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
 - b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
 - d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
68. **CONTRACTUAL DISPUTES:**
- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
 - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
69. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.
70. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
71. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
72. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
73. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
74. **AUDIT OF RECORDS:** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.
75. **PERSONALLY IDENTIFIABLE INFORMATION:** Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.
76. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Approved as of January 31, 2022

(ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ LeeAnn Pender
COUNTY PURCHASING AGENT